

Note that this copy of the Marine Atlantic Inc. Ro-Pax Vessel Request for Qualifications is provided **for convenience only.**

Prospective suppliers should note that the information contained in this document is subject to change.

Prospective suppliers who are interested in participating in the RFQ process are required to execute and return a confidentiality agreement in order to obtain access to the RFQ documents (including any addenda revising this RFQ) and the data site that MAI will use for the RFQ process. Prospective suppliers should email fleetrfp@marineatlantic.ca to request a copy of the confidentiality agreement.



Marine Atlantic
Marine Atlantique

Canada

Marine Atlantic Inc.

Ro-Pax Vessel Procurement

REQUEST FOR QUALIFICATIONS

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REQUEST FOR QUALIFICATIONS

SECTION 1 – GENERAL

1.1 Introduction

(1) This Request for Qualifications (“**RFQ**”) is issued by Marine Atlantic Inc. (“**MAI**”). The process set out in this RFQ (the “**RFQ Process**”) will begin with the issuance of this RFQ and will end, subject to Section 5.2(1) and Section 7.5 with the identification of the Shortlisted Applicants that will be eligible to participate further in the competitive procurement process. This RFQ will be followed by the issuance of a request for proposals (“**RFP**”) and a competitive procurement process (“**RFP Process**”).

(2) In the RFQ Documents, all members of an applicant team are referred to collectively as the “**Applicant**”. Each member of an Applicant is referred to as a “**Team Member**” and each Applicant’s submission is referred to as a “**Prequalification Submission**”. For ease of reference, both prospective Applicants (prior to submission) and Applicants that submit a Prequalification Submission are referred to as “**Applicants**”. Each Applicant shall be represented by an Applicant representative (“**Applicant Representative**”) for the purpose of this RFQ Process. The Applicant Representative shall have the power and authority to bind all of an Applicant’s Team Members for the purposes of this RFQ Process.

(3) This RFQ requires each Applicant to submit the information described in Appendix B – Prequalification Submission Requirements and Evaluation Criteria and to submit the forms contained in Appendix C – Prequalification Submission Forms attached to this RFQ.

(4) The project and the scope of work and responsibilities to which this RFQ applies are described in Appendix A to the RFQ (the “**RFQ Data Sheet**”).

(5) The procurement process in respect of the Ro-Pax Vessel Project will be managed by MAI. It is anticipated that the Applicant that is ultimately successful in being awarded the work related to this Project (the “**Successful Proponent**” in the subsequent RFP Process) will enter into negotiations to finalize a charter agreement (the “**Agreement**”) with MAI.

(6) Applicants are advised that MAI intends to separately qualify shipyards capable of building the Vessel as part of the RFP Process. As such, Applicants shall not include shipyards as Team Members unless the shipyard is also the Vessel Owner and will ultimately own the Vessel in addition to building it. Any shipyard that participates as a Team Member in this RFQ Process on this basis will still be required to participate in the shipyard qualification process at the RFP stage for its role building the Vessel.

1.2 Marine Atlantic Inc. Background

(1) MAI is a federal Crown corporation that reports to the Government of Canada through the Minister of Transport. MAI provides a constitutionally mandated passenger and commercial marine transportation system between Newfoundland and Nova Scotia.

(2) Two ferry routes are served. The first is a year-round 96 nautical mile twice daily ferry service between Port aux Basques, Newfoundland and North Sydney, Nova Scotia. The second is a 280 nautical mile tri-weekly ferry service between Argentia, Newfoundland and North Sydney, Nova Scotia. This second service operates from mid-June to late September. As a mixed passenger and commercial service, MAI’s vessels must meet the needs of shipping large volumes of commercial traffic while still offering modern passenger amenities.

(3) MAI currently operates with four ice-class Ro-Pax vessels: the MV Blue Puttees, the MV Highlanders, the MV Atlantic Vision, and the MV Leif Ericson. The vessels operate in varying

environmental conditions in the Gulf of St. Lawrence which conditions include severe winds, wave heights and seasonal ice conditions. Additionally, geographical challenges in Port aux Basques harbour limit the size and type of vessels that can be used by MAI.

(4) MAI owns and operates terminals located in the ports of Port aux Basques, Newfoundland, Argentia, Newfoundland, and North Sydney, Nova Scotia. MAI's head office is located in St. John's, Newfoundland.

SECTION 2 – PROCUREMENT PROCESS AND PROJECT IMPLEMENTATION OVERVIEW

2.1 Overview

(1) The procurement of the Ro-Pax Vessel Project is expected to take place in the following stages:

(a) Stage 1 – Prequalification Stage

The prequalification stage (the “**Prequalification Stage**”) precedes the RFP Process and is intended to identify the Shortlisted Applicants that are eligible to participate in the RFP Process.

The Prequalification Stage is a stand-alone and independent stage that is complete once the Shortlisted Applicants are identified by MAI.

(b) Stage 2 – RFP Process

The RFP Process is the competitive procurement process that follows the Prequalification Stage and is intended to result in the identification of a Successful Proponent all subject to the RFP as issued.

(c) Stage 3 – Implementation of the Agreement

Once the Successful Proponent and MAI have negotiated and executed the Agreement, the Ro-Pax Vessel Project will proceed in accordance with the terms and conditions of the Agreement.

2.2 Timetable for the RFQ Process

(1) The timetable for the RFQ Process is set out in the RFQ Data Sheet (the “**Timetable**”). Additional dates subsequent to the completion of the RFQ Process have also been set out in the Timetable for the convenience and information of Applicants. All dates set out in the Timetable relating to the period and activities following the RFQ Process are approximate and subject to change.

(2) MAI may, in its sole discretion, amend any date or time in the Timetable, including, for clarity, the RFQ Submission Deadline. MAI shall amend any date or time in the Timetable by issuing an Addendum in accordance with Section 3.7.

(3) In the event that the approximate dates relating to the period and activities following the RFQ Process are amended after the RFQ Process has ended, such amendments will be communicated to only the Shortlisted Applicants.

2.3 Fairness Monitor

(1) MAI has appointed P1 Consulting Inc. as a Fairness Monitor to monitor this RFQ Process.

2.4 Background Information

(1) MAI will provide various types of background information related to the Ro-Pax Vessel Project (the “**Background Information**”) for the Applicants’ review on the Data Site.

(2) MAI does not represent or warrant the accuracy or completeness of any Background Information made available to Applicants on the Data Site. Applicants shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information and any use of or reliance by Applicants on any and all such information shall be at the Applicants’ sole risk and without recourse against MAI. Applicants are cautioned that the Background Information is subject to change.

SECTION 3 INSTRUCTIONS TO APPLICANTS

3.1 Obtaining the RFQ Documents

(1) Applicants shall obtain the RFQ Documents directly from the Data Site notwithstanding that MAI may, in its sole discretion, make the RFQ Documents publicly available. Applicants shall obtain all communications related to the RFQ Process directly from the Data Site.

(2) If the Applicant obtains the RFQ Documents in some way other than from the Data Site, the Applicant is solely responsible to ensure that it has received all communications issued by MAI, including all communications in accordance with Sections 3.6 and 3.7 and a failure to obtain any such communication is at the sole and absolute risk of the Applicant.

(3) MAI may add, delete or amend the documents posted to the Data Site at any time during the RFQ Process.

(4) Each Applicant is solely responsible to ensure that it,

- (a) has the appropriate software which allows the Applicant to access and download documents from the Data Site; and
- (b) checks the Data Site frequently for the addition, deletion or amendment of documents at all times during the RFQ Process, keeps itself informed of and takes into account the most current information posted to the Data Site.

(5) The Applicant shall and shall cause each of its Team Members to execute and deliver to MAI via email to the Contact Person a confidentiality agreement in substantially the same form as set out in Appendix G – Form of Confidentiality Agreement. Access to the RFQ Documents and the Data Site will be provided only to Applicants who have complied with this Section 3.1(5).

3.2 RFQ Documents

- (1) The RFQ documents consist of the following documents:
- (a) this Request for Qualifications;
 - (b) Appendix A – RFQ Data Sheet;

- (c) Appendix B – Prequalification Submission Requirements and Evaluation Criteria;
- (d) Appendix C – Prequalification Submission Forms;
- (e) Appendix D – Request for Information Form;
- (f) Appendix E – Project Experience Forms;
- (g) Appendix F – Financial Submission Form;
- (h) Appendix G – Form of Confidentiality Agreement;
- (i) Appendix H – Eligible Vessel Requirements; and
- (j) Addenda, if any,

together, the “**RFQ Documents**”.

3.3 RFQ Submission Deadline and Late Submissions

(1) Each Applicant must submit its Prequalification Submission electronically on the Data Site in the Applicant’s confidential folder labelled “Prequalification Submission” on or before the RFQ Submission Deadline and in accordance with the requirements set out in this RFQ Section 3.3 and the instructions set out in RFQ Section 3.10. The electronic copy as submitted on the Data Site and downloaded by MAI will be the “Original Copy” of the Prequalification Submission. The date and time stamp generated upon submission on the Data Site associated with the last file submitted as part of the Prequalification Submission will indicate the time and date of submission of the Prequalification Submission and serve as confirmation of submission.

(2) Each Applicant must submit its Prequalification Submission on or before the deadline set out in the Timetable (the “**RFQ Submission Deadline**”). A determination of whether a Prequalification Submission has been submitted on or before the RFQ Submission Deadline will be based on the time and date recorded by the Data Site. MAI will not accept Prequalification Submissions after the RFQ Submission Deadline.

(3) Applicants should allow sufficient time to upload their Prequalification Submission, and to resolve any issues that may arise regarding the electronic submission, on or before the RFQ Submission Deadline. Each Applicant is solely responsible to ensure that:

- (a) the Prequalification Submission is submitted on or before to the RFQ Submission Deadline;
- (b) the uploaded Prequalification Submission is not defective, corrupted, or blank; and
- (c) the submitted Prequalification Submission can be opened and legibly viewed by MAI.

(4) MAI may reject any Prequalification Submission if any documents contained in the Prequalification Submission cannot be opened or legibly viewed by MAI.

(5) MAI will not accept responsibility for the delivery of any Prequalification Submission that is delivered other than by electronic submission through the Data Site, and will not accept, acknowledge, or return hard copy, facsimile or electronically emailed Prequalification Submissions. For greater certainty,

Applicants should not send the Contact Person an e-mail or other communication containing any Prequalification Submission or portion thereof.

(6) Each Prequalification Submission must include duly signed Prequalification Submission Forms. Electronic Signatures and scanned copies of ink signatures are both acceptable.

3.4 Contact Person

(1) For the purpose of this RFQ Process, Applicants are permitted to contact only the Contact Person in respect of this RFQ Process. The name and coordinates of the Contact Person are set out in the RFQ Data Sheet.

3.5 Applicants' Meeting

(1) MAI may elect to hold an optional information meeting for prospective Applicants (the "**Applicants' Meeting**"). If MAI intends to hold an Applicants' Meeting, the date and time shall be set out in the Timetable and the location of the meeting, as well as any specific instructions to Applicants with respect to the Applicants' Meeting, shall be set out in the RFQ Data Sheet. If held, the purpose of the Applicants' Meeting shall be to provide further information about the Ro-Pax Vessel Project and the competitive procurement process and respond to any immediate questions that Applicants may have.

(2) If MAI elects to hold an Applicants' Meeting, Applicants will be required to provide to the Contact Person, by e-mail, a confirmation of attendance and a list of the proposed attendees for the Applicants' Meeting (including individual name, title and firm name) no later than the date set out in the Timetable.

3.6 Requests for Information

(1) Applicants shall submit all requests for information or questions with respect to the RFQ Documents, the RFQ Process, or the Ro-Pax Vessel Project ("**RFIs**") by uploading them to Applicant's individual "General RFI" folder on the Data Site no later than the date and time set out in the Timetable and in the form set out in Appendix D. Subject to Section 3.6(4), MAI intends to provide all RFIs and the associated responses (without identifying the Applicant that submitted the RFI) to all prospective Applicants through the Data Site. MAI will not answer any RFI, or any other type of inquiry in respect of the RFQ Documents, the RFQ Process or the Ro-Pax Vessel Project, that is not submitted in accordance with this Section 3.6(1).

(2) Any Applicant that has questions or concerns as to the meaning of any part of the RFQ Documents or who believes that any part of the RFQ Documents contains any error, inconsistency or omission, must submit its questions or concerns, in writing as an RFI, to the Contact Person in accordance with Section 3.6(1).

(3) Any oral or written response provided by MAI or its Representatives in connection with the RFQ Documents will neither be binding on MAI nor will it change, modify, amend or waive the requirements of the RFQ Documents in any way. Applicants shall not rely on any response provided other than an Addendum issued in accordance with Section 3.7.

(4) Applicants may also submit RFIs on matters they consider to be commercially sensitive or confidential. Applicants must designate such RFIs as "confidential" and must submit them to the Applicant's individual "Commercially Confidential RFI" folder. If MAI determines, in its sole discretion, that an Applicant's commercially confidential RFI is of general application or would provide a significant clarification to all Applicants, MAI may issue a response to that RFI to all Applicants. If MAI agrees with the Applicant's designation of the RFI as commercially confidential, MAI will issue a response to only the Applicant that submitted the commercially confidential RFI.

- (5) MAI may, in its sole discretion,
- (a) distribute responses to RFIs of a minor or administrative nature to only the Applicant who submitted the minor or administrative RFI;
 - (b) answer similar RFIs from various Applicants only once;
 - (c) edit the language of RFIs for the purposes of clarity;
 - (d) seek clarification from Applicants that submit ambiguous or incomprehensible RFIs; and
 - (e) respond to RFIs submitted after the deadline set out in the Timetable if MAI determines, in its sole discretion, that such responses would provide a significant clarification of the RFQ Documents or RFQ Process to Applicants.

3.7 Addenda and Amendments to the RFQ

(1) If MAI, in its sole discretion, determines that it is necessary or desirable to amend the RFQ Documents, the amendment will be communicated in writing through the Data Site to all Applicants in the form of a written addendum numbered for identification purposes (each, an “**Addendum**”). Each Addendum will be considered to form an integral part of the RFQ Documents. In the event of any conflict in the wording or any issue of interpretation, Addenda, when issued, take priority over the original wording in the RFQ Documents and any wording in prior Addenda.

3.8 Process for Revising Prequalification Submissions

(1) At any time on or before the RFQ Submission Deadline, an Applicant may withdraw its Prequalification Submission by notifying the Contact Person, in writing, of the Applicant’s intention to withdraw.

(2) An Applicant wishing to amend its Prequalification Submission after it has been submitted is permitted to do so only on or before the RFQ Submission Deadline. To carry out such an amendment to its Prequalification Submission, an Applicant shall,

- (a) notify the Contact Person, in writing, of its intention to withdraw and re-submit its Prequalification Submission;
- (b) withdraw its original Prequalification Submission; and
- (c) re-submit a complete, revised Prequalification Submission,

and shall complete all actions set out in Section 3.8(2)(a), 3.8(2)(b) and 3.8(2)(c) on or before the RFQ Submission Deadline.

3.9 Prequalification Submission Property of MAI

(1) All Prequalification Submissions shall become the property of MAI once submitted and will not be returned to the Applicants unless withdrawn pursuant to Section 3.8(1).

3.10 Prequalification Submission Instructions

(1) Applicants shall prepare and submit all Prequalification Submissions in accordance with the requirements and instructions set out in the Appendices to the RFQ and in accordance with the Timetable. Prequalification Submissions must be submitted in English.

(2) Applicants must submit Prequalification Submissions in three separate pdf files containing the following:

(a) a single pdf file containing the Prequalification Submission Forms:

- (i) Form C-1 - Master Submission Form;
- (ii) Form C-2 – Consent Declaration; and
- (iii) Form C-3 - Conflict of Interest, Confidential Information and Litigation Declaration,

to be completed in accordance with the instructions contained in each form;

(b) a single pdf file containing all the information required by Table 1 of Appendix B - Prequalification Submission Requirements and Evaluation Criteria (the "**Technical Information**"); and

(c) a single pdf file containing all the information required by Table 2 of Appendix B - Prequalification Submission Requirements and Evaluation Criteria (the "**Financial Information**").

(3) Applicants should not submit any information other than what is specifically required by this RFQ. Applicants should not submit promotional materials as part of their Prequalification Submissions and Applicants are strongly encouraged to be clear and succinct in their Prequalification Submissions. If there are page limits set out in Appendix B, the Applicant shall limit its Prequalification Submission, or each component of the Prequalification Submission, to the maximum pages indicated in Appendix B. Applicants are cautioned that MAI will not review or score pages or other materials submitted in excess of the page limits. For greater clarity, any page limit set out in the RFQ Documents shall apply to all materials submitted by the Applicant in response to the item that is the subject of such limit, whether submitted in the text of the Prequalification Submission or included as an appendix, schedule or other attachment to the Prequalification Submission.

3.11 Participation by Team Members on More than One Applicant Team

(1) No Team Member of any Applicant shall be a Team Member, or otherwise participate in the Prequalification Submission, of any other Applicant. The prohibition set out in this Section 3.11(1) also applies to the Affiliates of each Team Member.

3.12 Intellectual Property

(1) Applicants will be required to represent and warrant in Form C-1 – Master Submission Form that they have the sole and unrestricted right, title and interest or good and sufficient power, authority and right to use any intellectual property they require for performance of their obligations pursuant to this RFQ and will pay all applicable fees associated with the use of such intellectual property including any required licence fees and royalties.

3.13 Prime Contractors and Joint Ventures

(1) Applicants are permitted to submit a Prequalification Submission which reflects its desired structure for the Ro-Pax Vessel Project, subject to Section 3.13(2), 3.13(3) and Section 7.4.

(2) If the Applicant is composed of a prime contractor and subcontractors, Applicants are put on notice that,

- (a) the Applicant can only substitute or remove a Team Member in accordance with Section 7.4;
- (b) the subcontracting of specified parts of the Ro-Pax Vessel Project to any entity other than the Team Member identified in the Applicant's Prequalification Submission will require the prior written consent of MAI;
- (c) the prime contractor will be responsible for the acts, defaults, and neglects of all subcontractors during the Ro-Pax Vessel Project in accordance with the terms and conditions of the Agreement; and
- (d) if the Applicant is successful in the RFP Process, the prime contractor shall sign and enter into the Agreement with MAI.

(3) For the purposes of this RFQ Process, participants in a joint venture are not required to create a legal entity in order to submit a Prequalification Submission. Joint venture Applicants are put on notice that,

- (a) the Applicant can only substitute or remove a Team Member in accordance with Section 7.4; and
- (b) if a joint venture is qualified as a Shortlisted Applicant, all participants in the joint venture will be required to sign and enter into the Agreement with MAI and shall be jointly and severally liable, in accordance with the terms and conditions of the Agreement.

SECTION 4 – CONTENTS OF THE PREQUALIFICATION SUBMISSION

(1) Applicants shall prepare their Prequalification Submissions by completing and submitting the information and forms required by Appendices A, B, C, E and F to this RFQ, in accordance with the instructions set out in Appendices A, B, C, E and F to this RFQ.

SECTION 5 – RFQ EVALUATION PROCESS OVERVIEW

5.1 Evaluation Process

(1) MAI will not open Prequalification Submissions publicly. MAI and its Representatives will evaluate the Prequalification Submissions in accordance with the following steps:

- (a) Step 1:

The Prequalification Submissions will be reviewed to determine whether they are substantially complete. The substantial completeness review will assess whether the required information and forms have been substantially completed and included in the Prequalification Submission. An Applicant's failure to provide a substantially complete Prequalification Submission may result in the

Prequalification Submission not being evaluated. For the purposes of this RFQ Process, “substantially complete” means that all documents have been submitted as required by these RFQ Documents and have been completed without any major gaps in the information. For clarity, “substantially complete” is not a test of “absolute completeness”.

(b) Step 2:

The financial evaluation team established by MAI will evaluate the Financial Information of those Prequalification Submissions that pass the substantial completeness review. The financial evaluation team will evaluate and score the Financial Information on a pass/fail basis in accordance with the Evaluation Criteria set out in Table 1 of Appendix B. In Step 4, MAI will rank only those Prequalification Submissions that receive a “pass” on the financial evaluation.

(c) Step 3:

The technical evaluation team established by MAI will evaluate the Technical Information of those Prequalification Submissions that pass the financial evaluation in accordance with the Evaluation Criteria set out in Table 2 of Appendix B. MAI has established minimum passing score requirements that are set out in the RFQ Data Sheet and pass/fail requirements that are set out in Table 2 of Appendix B. Failure to achieve a minimum passing score or a “pass” in respect of any pass/fail requirement may prevent an Applicant from being eligible to be considered further in the RFQ Process.

In the event that there is a tie in the aggregate technical score among two or more Prequalification Submissions for the last Shortlisted Applicant position in the ranking, the rule set out in the RFQ Data Sheet shall apply.

(d) Step 4:

The technical and financial evaluation teams established by MAI will present the preliminary evaluation and ranking results from Steps 2 and 3 to an evaluation steering committee, including the identification of up to four highest ranked Applicants from Steps 2 and 3. The evaluation steering committee will review the findings of the technical and financial evaluation teams and confirm up to a maximum of four highest rated Applicants (from Steps 2 and 3) as the “**Shortlisted Applicants**”.

(e) Step 5:

Subject to Section 5.2 and following approval by MAI, the Contact Person will contact all Applicants to inform them whether or not they have been determined to be a Shortlisted Applicant.

5.2 Maximum Number of Shortlisted Applicants and Reserve Shortlisted Applicant

(1) MAI intends to prequalify, at a maximum, the number of Shortlisted Applicants set out in Section 5.1. However, MAI may, in its sole discretion, determine that it wishes to increase the number of Shortlisted Applicants (or replace a Shortlisted Applicant that has informed MAI that it does not intend to participate in the RFP Process) by adding other Applicants, based on their scores and ranking in this RFQ Process, to the list of Shortlisted Applicants, even if those Applicants were not Shortlisted Applicants in the first instance.

(2) In the event that MAI determines, in accordance with Sections 5.4 or 5.5 that an Applicant will not be permitted to continue in the RFQ Process, MAI may, in its sole discretion, invite other Applicants, based on their scores and ranking in this RFQ Process to the list of Shortlisted Applicants, even if those Applicants were not Shortlisted Applicants in the first instance.

(3) Each Applicant who is eligible to be added to the list of Shortlisted Applicants pursuant to Sections 5.2(1) or Section 5.2(2) is a "**Reserve Shortlisted Applicant**". This Section 5.2 shall survive the conclusion of the RFQ Process.

(4) Prior to or after the issuance of the RFP, MAI may, in its sole discretion, invite one or more Reserve Shortlisted Applicants to participate in the RFP Process.

(5) Prior to being added to the list of Shortlisted Applicants, upon notification by MAI, a Reserve Shortlisted Applicant will be required to:

- (a) confirm in writing in a form satisfactory to MAI that the Reserve Shortlisted Applicant wishes to participate in the RFP Process;
- (b) provide MAI with confirmations pursuant to Sections 5.4 and 5.5, in a form satisfactory to MAI; and
- (c) either,
 - (i) provide MAI with a confirmation that its Team Members have not changed; or
 - (ii) make an application pursuant to Section 7.4 for a change to a Team Member.

5.3 Clarifications of Prequalification Submissions

(1) During the evaluation of Prequalification Submissions, MAI may request an Applicant to provide further clarification of any part of its Prequalification Submission. If required, it may be necessary for an Applicant to attend one or more clarification meetings with MAI. MAI may also, in its sole discretion, verify any information received, including any references, and, for that purpose, the Applicants shall be deemed to consent to and authorize the release of such information to MAI.

(2) The evaluation of a Prequalification Submission may include any clarifications provided in writing in response to questions posed by MAI.

(3) MAI is under no obligation to request clarification of, or verify, any information in any Prequalification Submission, including the clarification or verification of an ambiguity in the Prequalification Submission. MAI may, in its sole discretion, request clarification of, or verify, matters related to none, one or some of the Prequalification Submissions in accordance with Section 7.8.

5.4 Financial Information Confirmation

(1) During the time period from the end of the RFQ Process until the issuance of the RFP (and thereafter subject to the terms and conditions of the RFP), MAI may, in its sole discretion, request any Applicant to confirm that there have been no material changes to the Financial Information submitted by the Applicant. If there have been any material changes to the Applicant's Financial Information, the Applicant shall report such material change in accordance with RFQ Section 5.5.

5.5 Reporting of Material Change

(1) During the time period from the end of the RFQ Process until the issuance of the RFP documents (and thereafter subject to the terms and conditions of the RFP), each Shortlisted Applicant shall immediately report any material change to the Financial Information submitted by that Shortlisted Applicant during the RFQ Process and shall re-submit updated financial information by providing all financial information originally required by Appendix B and any other information required by MAI at that time (“**Updated Financial Information**”). MAI shall evaluate the Updated Financial Information and may revise the Applicant’s score to reflect the results of the re-evaluation. If, on the basis of the evaluation of the Updated Financial Information, MAI determines that the Applicant has failed in accordance with evaluation criteria set out in Appendix B, the Applicant will no longer be a Shortlisted Applicant.

5.6 Administrative Issues in Financial Information

(1) MAI may permit the Applicant to correct minor administrative issues in an Applicant’s Financial Information, including the re-submission of Updated Financial Information arising from such minor administrative issues, at MAI’s sole discretion.

5.7 Change or Substitution of Eligible Vessel

(1) After the RFQ Submission Deadline, Shortlisted Applicants will not be permitted to change or substitute the Eligible Vessel set out in their Prequalification Submissions in response to Section 1.3 of Table 2 of Appendix B without the prior written consent of MAI, which consent may be withheld in the sole discretion of MAI.

(2) A Shortlisted Applicant wishing to change or substitute its Eligible Vessel after the RFQ Submission Deadline shall submit a written request to the Contact Person that sets out, in detail, the proposed change or substitution and provides sufficient information to permit MAI to make a determination that the proposed change or substitution is acceptable. MAI will review the proposed change or substitution in order to assess whether, in MAI’s sole discretion, based on the application of the Evaluation Criteria for this RFQ, the proposed change or substitution will not negatively impact the quality of the Shortlisted Applicant’s original Prequalification Submission.

(3) Applicants are cautioned that Shortlisted Applicants that wish to change or substitute their Eligible Vessel after the issuance of the RFP shall be subject to the requirements set out in the RFP.

SECTION 6 – RFQ EVALUATION

6.1 Evaluation Criteria

(1) A Prequalification Submission that has passed the substantial completeness review will be subjected to a scoring evaluation based on the Evaluation Criteria set out in Appendix B.

(2) An overview of the weightings for the evaluation in this RFQ Process are set out in the RFQ Data Sheet.

(3) The technical and financial evaluation teams will evaluate each Prequalification Submission based on the Evaluation Criteria.

SECTION 7 - RFQ PROCESS MATTERS

7.1 Prohibited Communications and Lobbying Prohibition

(1) Neither Applicants nor their Representatives or Team Members shall,

- (a) make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, interest in, or participation in, the Ro-Pax Vessel Project or this RFQ Process without MAI's prior written consent, which consent may be withheld in MAI's sole discretion; or
- (b) engage, in any way whatsoever, in any form of political or other lobbying whatsoever in relation to the Ro-Pax Vessel Project or to influence the outcome of this RFQ Process.

(2) MAI may, in its sole discretion and at any time in the RFQ Process, reject the Prequalification Submission of an Applicant that has contravened Section 7.1(1). MAI may, as an alternative to the rejection of such a Prequalification Submission, impose such conditions on an Applicant's continued participation in the RFQ Process and the RFP Process as MAI, in its sole discretion, may consider in the public interest or otherwise appropriate.

(3) Other than as expressly permitted or required in this RFQ, any contact, or any attempt to contact, by any Applicant or any of its Representatives or Team Members any of the following Persons, directly or indirectly, with respect to this RFQ, RFQ Process or the Ro-Pax Vessel Project, may lead to disqualification of an Applicant or rejection of a Prequalification Submission:

- (a) any Person employed or engaged by MAI, or any Person who has been employed by MAI, other than the Contact Person;
- (b) any member of the technical evaluation team or the financial evaluation team;
- (c) any member of the evaluation steering committee;
- (d) any expert or advisor assisting MAI, an evaluation team or the evaluation steering committee;
- (e) any member of the Board of MAI;
- (f) any representative of the Government of Canada;
- (g) any Ineligible Person; or
- (h) any other Applicant or Representative thereof.

7.2 Applicant Due Diligence

(1) The RFQ Documents and the Background Information may not contain all of the information that an Applicant or its Team Members may need in deciding whether to submit a Prequalification Submission.

(2) MAI and its Representatives make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of the RFQ Documents or any information, data, materials or documents (electronic or otherwise) provided to the Applicants or their Team Members in the RFQ Documents or during this RFQ Process with respect to the RFQ Documents or the Ro-Pax Vessel Project, including any Background Information. MAI and its Representatives shall not be liable for any claim, action, cost, loss, damage or liability of any kind whatsoever arising from any Applicant's or Team Member's reliance on or use of the RFQ Documents or any other information, data, materials or documents (electronic or otherwise) provided or made available to the Applicants or their Team Members

by MAI or its Representatives during this RFQ Process or with respect to the RFQ Documents or the Ro-Pax Vessel Project, including any Background Information.

(3) Each Applicant, and each Team Member, is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, and other technical and professional advice with respect to the RFQ Documents, the RFQ Process, and the Ro-Pax Vessel Project and with respect to any information, data, materials or documents (electronic or otherwise) provided or made available to the Applicants or their Team Members by MAI or its Representatives during this RFQ Process or with respect to the RFQ Documents or the Ro-Pax Vessel Project, including any Background Information.

(4) Each Applicant and each Team Member is responsible for ensuring that it has all of the information necessary to prepare its Prequalification Submission in response to this RFQ and for independently informing and satisfying itself with respect to the information contained in the RFQ Documents, or provided during this RFQ Process with respect to the RFQ Documents or the Ro-Pax Vessel Project and with respect to any conditions that may in any way affect its Prequalification Submission.

7.3 Costs and Expenses of Applicants

(1) All costs and expenses incurred by an Applicant, its Team Members or any of their Advisors in the preparation and delivery of its Prequalification Submission or in providing any additional information necessary for the evaluation of its Prequalification Submission shall be borne solely by that Applicant.

(2) Neither MAI nor its Representatives shall be liable to pay any costs or expenses of any Applicant or any Team Member or to reimburse or compensate an Applicant in any manner whatsoever under any circumstances, including in the event of the rejection of any or all Prequalification Submissions, the cancellation or deferral of the RFQ Process or the cancellation or deferral of the Ro-Pax Vessel Project.

7.4 Substitution, Removal or Change in Scope of Team Members

(1) Except as provided in Section 7.4(3), an Applicant is not permitted to substitute or remove a Team Member, or change the role or scope of work of any Team Member, after the RFQ Submission Deadline, without MAI's prior written consent. MAI may, in its sole discretion, disqualify an Applicant that contravenes this Section 7.4(1).

(2) An Applicant wishing to substitute or remove a Team Member, or change the scope of work of any Team Member, shall submit a written request to the Contact Person that sets out, in detail, the proposed change to the membership of the Applicant's team.

(3) If an Applicant submits a request pursuant to Section 7.4(1), the following shall apply:

- (a) if the Applicant's request is submitted prior to the determination of whether the Applicant's Financial Information has passed or failed Step 2 of the RFQ evaluation process (as set out in Section 5.1), MAI may, in its sole discretion, permit the requested change and re-evaluate those portions of the Applicant's Prequalification Submission that may be impacted by the change; and
- (b) if the Applicant's request is submitted after a determination that the Applicant's Financial Information has passed Step 2 of the RFQ evaluation process (as set out in Section 5.1), MAI may, in its sole discretion, review the proposed change in order to assess whether,

- (i) the replacement Team Member has equal or better qualifications than the original Team Member; or
- (ii) the proposed change in the scope of work is likely to result in equal or better performance by the Applicant,

to determine whether MAI will, in its sole discretion, consent to the Applicant's request.

For clarity, if the Applicant's request is submitted after a determination that the Applicant's Financial Information has failed Step 2 of the RFQ evaluation process (as set out in Section 5.1), the request will not be considered by MAI.

- (4) If, after the RFQ Submission Deadline and for reasons beyond the control of the Applicant or the applicable Team Member, there is,
- (a) a requirement to substitute or remove a Team Member;
 - (b) a change in Control of any Team Member; or
 - (c) a material change to the nature of a Team Member,

the Applicant must provide written notice to MAI within five business days after becoming aware of such a change in circumstance. MAI may, in its sole discretion, disqualify the Applicant if MAI, in its sole discretion, considers that there could be a material adverse impact on the Applicant's Prequalification Submission as a result of one of the circumstances set out in Sections 7.4(4)(a), 7.4(4)(b), or 7.4(4)(c). If MAI determines, in its sole discretion, that it will not disqualify the Applicant in such circumstances, MAI may permit the Applicant to propose a substitution for the applicable Team Member, for review and approval by MAI.

(5) Subject to the RFP Process rules, Applicants are cautioned that Shortlisted Applicants will not be permitted to substitute or remove any Team Member or to materially change the roles or scope of work to be performed by any Team Member (from the Team Members' role and scope of work set out in their original Prequalification Submissions), without MAI's prior written consent. In considering whether to grant such a consent, MAI may, in its sole discretion, require some or all of the Team Members, including any Team Member that will no longer form part of the Applicant, to confirm in writing their agreement to the addition, substitution, removal, or change in the Team Members. MAI may, in its sole discretion, disqualify a Shortlisted Applicant that substitutes or removes any Team Member or materially changes the roles or scope of work of a Team Member without MAI's prior written consent.

(6) MAI may, in its sole discretion, require an Applicant to remove and/or replace any Team Member pursuant to Section 7.5(1). Any such replacement Team Member is at MAI's sole discretion and shall require MAI's prior written consent.

(7) In exercising its sole discretion pursuant to this Section 7.4, MAI may have reference to the Evaluation Criteria set out in the RFQ Documents and such other criteria as MAI may consider relevant.

7.5 Rights of MAI

- (1) Notwithstanding anything else in the RFQ Documents, MAI may, at any time and in its sole discretion,
- (a) disqualify an Applicant or Prequalification Submission, or disqualify any Team Member, if

- (i) the Applicant or any Applicant Team Member fails to comply with Applicable Law;
- (ii) the Applicant, any Team Member, their identified subcontractors, or any of their directors, officers, employees or Affiliates have breached the Public Services and Procurement Canada Code of Conduct or the Government of Canada's Ineligibility and Suspension Policy;
- (iii) the Applicant or any Team Member has been convicted of an offence in connection with, or any services rendered to MAI or any ministry, agency, Board or Commission of the Government of Canada;
- (iv) the Applicant, one of its Affiliates, any individual identified in the Prequalification Submission, any Team Member or any individual currently engaged as an officer, director, executive or senior manager of the Applicant or one of its Affiliates has been convicted in Canada:
 - (A) of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a public sector procurement process carried out in Canada; or
 - (B) under the *Corruption of Foreign Public Officials Act* (Canada), provided that MAI may consider extenuating circumstances in determining whether or not to disqualify an Applicant or a Prequalification Submission or exclude any Team Member or individual from participation in the RFQ Process;
- (v) the Applicant or any Team Member, has an economic or other interest or relationship that:
 - (A) is, or could reasonably be perceived to be, contrary to the objectives of the Ro-Pax Vessel Project; or
 - (B) could potentially compromise MAI's reputation or integrity or MAI's procurement process, so as to affect public confidence in that process,whether or not such interest creates a Conflict of Interest;
- (vi) MAI becomes aware of a Conflict of Interest and,
 - (A) the Applicant failed to disclose such Conflict of Interest;
 - (B) the Applicant fails to remove or replace the person or entity giving rise to the Conflict of Interest in accordance with RFQ Section 7.10(5)(b);
 - (C) the Applicant fails to comply with any requirements prescribed by MAI pursuant to RFQ Section 7.10(6);
 - (D) in MAI's sole discretion, the Conflict of Interest cannot be mitigated, managed, minimized or otherwise resolved; or

- (E) the Applicant does not receive a waiver from MAI in accordance with RFQ Section 7.10(6) or does not receive a consent in accordance with RFQ Section 7.11(4), as applicable;
- (vii) the Applicant includes an Ineligible Person in its Prequalification Submission;
- (viii) the Applicant includes an Ineligible Person's Affiliate in its Prequalification Submission and has not obtained MAI's consent in accordance with 7.11(4);
- (b) consider, in the evaluation of the Prequalification Submissions, any instances of poor performance of an Applicant or Team Member that MAI has experienced in its dealings with any of the Applicant or its Team Members;
- (c) accept or reject any Prequalification Submission or reject all Prequalification Submissions;
- (d) disqualify an Applicant in accordance with Section 7.4;
- (e) disqualify an Applicant in accordance with Section 7.19;
- (f) waive any threshold, minimum passing score or pass/fail requirement;
- (g) change the Ro-Pax Vessel Project, including a change in scope;
- (h) cancel this RFQ and reissue the same RFQ or a different request for qualifications document in relation to the Ro-Pax Vessel Project; or
- (i) cancel or defer this RFQ or the Ro-Pax Vessel Project at any time,

in each case, without incurring any liability for cost or damages incurred by any Applicant.

(2) Without limitation to any other rights of MAI hereunder, in order to ensure the integrity, openness and transparency of the procurement process, MAI may, in its sole discretion,

- (a) impose at any time on an Applicant and/or any Team Member additional conditions, requirements or measures with respect to bidding or procurement practices or ethical behaviour of the Applicant or Team Member, as applicable; and
- (b) require that an Applicant and/or any Team Member provide MAI with copies of its internal policies, processes and controls establishing ethical standards for its procurement practices and evidence of compliance by the Applicant and all Team Members with such policies, processes and controls.

(3) MAI's purpose in this RFQ Process is to obtain a Prequalification Submission that is in the best interest of MAI and most suitable for meeting MAI's objectives.

7.6 Government of Canada Legislative Powers

(1) Applicants are advised that no provision of the RFQ Documents (including a provision stating the intention of MAI) is intended to operate, nor shall any such provision have the effect of operating, in any way, so as to interfere with or otherwise fetter the discretion of the Government of Canada or Transport Canada in the exercise of their legislative powers.

7.7 Restriction on Communication between Applicants

(1) An Applicant shall not discuss or communicate, directly or indirectly, with any other Applicant, any information whatsoever regarding the preparation of its own Prequalification Submission or the Prequalification Submission of another Applicant in a fashion that would contravene Applicable Law. Each Applicant shall prepare and submit its Prequalification Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Applicant.

(2) For greater clarity, Section 7.7(1) applies to Applicants, their Team Members and their respective Representatives and Advisors but not to shipyards unless such shipyard is a Team Member of another Applicant as permitted by Section 1.1(6) due to the fact that such shipyard is also the Vessel Owner for that Applicant.

7.8 Right to Verify

(1) MAI may, in its sole discretion, independently verify any information in none, one or some of the Prequalification Submissions. MAI may, in its sole discretion, disqualify any Applicant whose Prequalification Submission contains any false or misleading information. MAI may, in its sole discretion, disqualify any Applicant that, in MAI's sole discretion, has failed to disclose any information that would, if disclosed, materially adversely affect MAI's evaluation of the relevant Applicant's Prequalification Submission. MAI is under no obligation to independently verify any information in any Prequalification Submission.

7.9 Debriefing

(1) MAI will offer a debriefing to any Applicant that has not been identified as a Shortlisted Applicant provided such Applicant requests a debriefing in writing to the Contact Person no later than 30 days following notification that the Applicant was not identified as a Shortlisted Applicant. MAI is not obliged to debrief Shortlisted Applicants with respect to their participation in the RFQ Process. The information provided to an Applicant in the debriefing will relate solely to that Applicant and its Prequalification Submission and not to any other Applicant or Prequalification Submission. Any information provided by MAI in good faith during a debriefing shall not be used against MAI or its Representatives in any way whatsoever, including in any legal action.

7.10 Conflict of Interest

(1) Applicants, including all Team Members, and each of their Advisors, shall disclose Conflicts of Interest in accordance with the following:

- (a) Applicants, including all Team Members, and each of their Advisors shall promptly disclose Conflicts of Interest by a written statement to the Contact Person and as soon as a Conflict of Interest is discovered by the Applicant, Team Member, or an Advisor; and
- (b) Applicants, including all Team Members, and each of their Advisors shall also disclose Conflicts of Interest in their Master Submission Form and their Consent Declarations (in respect of Team Members).

(2) Applicants have an ongoing obligation during the RFQ Process to comply with this Section 7.10.

(3) Each Applicant, including all Team Members, and each of their Advisors shall avoid any Conflict of Interest in relation to the Ro-Pax Vessel Project.

(4) At the request of MAI, the Applicant shall provide MAI with the Applicant's proposed means to mitigate and minimize to the greatest extent practicable any Conflict of Interest. The Applicant shall submit any additional information to MAI that MAI considers necessary to properly assess the Conflict of Interest.

(5) In addition to all contractual or other rights or rights at law or in equity or legislation that may be available to MAI, MAI may, in its sole discretion,

- (a) disqualify an Applicant that fails to disclose a Conflict of Interest of the Applicant, any Team Member or any Advisor;
- (b) require the removal and replacement of any Team Member or Advisor that has a Conflict of Interest that MAI, in its sole discretion, determines cannot be managed, mitigated, minimized or otherwise resolved;
- (c) disqualify any Applicant that fails to comply with any requirements prescribed by MAI pursuant to RFQ Section 7.10(6) to mitigate, manage or minimize a Conflict of Interest; and
- (d) disqualify an Applicant if that Applicant, any Team Member or any Advisor have a Conflict of Interest that, in MAI's sole discretion, cannot be mitigated, managed, minimized or otherwise resolved.

(6) MAI may, in its sole discretion, waive any and all Conflicts of Interest of Applicants or Team Members, or any of their respective Advisors. A waiver may be upon such terms and conditions as MAI, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Applicant to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to MAI, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

(7) For the purposes of this RFQ Process, "**Conflict of Interest**" includes any perceived, potential or actual situation or circumstance in relation to the Ro-Pax Vessel Project where an Applicant, any Team Member, any Advisor or any of the employees of an Applicant, Team Member or Advisor engaged in the development or oversight of development of the Applicant's Prequalification Submission (including for such employees in their personal capacities):

- (a) has commitments, relationships or financial interests or involvement in any litigation or proceeding that:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel of MAI or its Advisors; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of an Applicant's obligations under the Agreement if that Applicant was determined to be the Successful Proponent under the RFP Process;
- (b) has contractual or other obligations to MAI that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFQ Process or the Ro-Pax Vessel Project;
- (c) are, or employ, a former employee of MAI that has relevant knowledge of the Ro-Pax Vessel Project;

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- (d) have acted in an advisory or professional capacity regarding the Ro-Pax Vessel Project to:
 - (i) MAI, or
 - (ii) another Applicant or Team Member;
 - (e) have a relationship with an employee or former employee of MAI that works on, or has worked on, MAI's project team, or with an Ineligible Person that is:
 - (i) a personal relationship in the form of a spouse, child, brother, sister, parent, mother or father-in-law, son or daughter-in-law, or with another individual person who shares their home; or
 - (ii) a financial relationship;
 - (f) has a financial interest in more than one Prequalification Submission; or
 - (g) has knowledge of confidential information (other than Confidential Information) that,
 - (i) has been made available to the Applicant, any Team Member or any Advisor by MAI;
 - (ii) is of strategic and/or material relevance to the RFQ Process or to the Vessel and Services; and
 - (iii) is not available to other Applicants and that could or could be seen to give the Applicant an unfair competitive advantage.
- (8) The final determination of whether a Conflict of Interest exists shall be made by MAI in its sole discretion.
- (9) The Applicant, Team Members and their respective Advisors shall,
- (a) no later than the date set out in the Timetable, disclose all information in respect of the Ro-Pax Vessel Project which the Applicant, the Team Member, or their respective Advisors have generated or have available to them as a result of work carried out by the Applicant, Team Members or their respective Advisors, for MAI, or in anticipation of, the Ro-Pax Vessel Project; and
 - (b) at the request of MAI, provide a director's or officer's certificate confirming that the requirements of Section 7.10(9)(a) have been complied with by the Applicant and, as applicable, the Team Members and their respective Advisors.
- (10) For clarity, MAI may, in its sole discretion, circulate the information provided pursuant to Section 7.10(9)(a) to other Applicants, Team Members, and their respective Advisors. If any Applicant or Team Member becomes aware of relevant information of the type set out in Section 7.10(9)(a) that has not been made available to all Applicants, that Applicant shall disclose such information promptly to the Contact Person.

7.11 Ineligible Persons

(1) As a result of their current or previous involvement in the Ro-Pax Vessel Project, the persons named as “**Ineligible Persons**” in the RFQ Data Sheet (collectively, “**Ineligible Persons**”) and, subject to Sections 7.11(3) and 7.11(4) any person controlled by, that controls or that is under common control with the Ineligible Persons (each an “**Ineligible Person’s Affiliate**”) are not eligible to participate as an Applicant, Team Member or Advisor to either the Applicant or Team Member.

(2) MAI may amend the Ineligible Persons list in the RFQ Data Sheet from time to time during the RFQ Process.

(3) An Ineligible Person’s Affiliate may be eligible to participate as a Team Member or Advisor to the Applicant or Team Member only after it has obtained a written consent from MAI permitting it to participate in the RFQ Process. To obtain consent to participate as a Team Member or Advisor to the Applicant, or an Advisor to a Team Member, the Applicant must submit a request for consent to the Contact Person that includes the following information:

- (a) the full legal name of the Ineligible Person’s Affiliate that is the subject of the request;
- (b) in the case of an Ineligible Person’s Affiliate, information regarding the Ineligible Person’s Affiliate’s relationship to the Ineligible Person listed in the RFQ Data Sheet; and
- (c) a description of the policies and procedures that will be put in place to manage, mitigate or minimize the impact of any Conflict of Interest with respect to the Ineligible Person’s Affiliate.

(4) Upon the Contact Person’s receipt of an Applicant’s properly completed request for consent in accordance with Section 7.11(3), MAI shall, in its sole discretion, make a determination as to whether it considers the Ineligible Person’s Affiliate has a Conflict of Interest and whether the impact of such Conflict of Interest can be appropriately managed, mitigated or minimized. The Applicant shall be notified of MAI’s decision by means of a consent letter setting out the nature of the consent and the management, mitigation or minimization measures required as a condition of consent. If the Ineligible Person’s Affiliate is considered to have a Conflict of Interest, the impact of which cannot be properly managed, mitigated or minimized, MAI shall communicate this to the Applicant and, in the case of an Ineligible Person’s Affiliate, add the Ineligible Person’s Affiliate to the Ineligible Persons list by Addendum.

7.12 Use of Confidential Information

(1) Each Applicant must declare, and continues to be under an obligation to declare, that it does not have knowledge of or the ability to avail itself of Confidential Information of MAI relevant to the Ro-Pax Vessel Project if MAI has not specifically authorized such use.

(2) Confidential Information,

- (a) shall remain the sole property of MAI and the Applicant shall treat it as confidential;
- (b) may not be used by the Applicant for any other purpose other than submitting a Prequalification Submission or the performance of any subsequent agreement relating to the Ro-Pax Vessel Project;

- (c) shall not be disclosed by the Applicant to any Person who is not involved in the Applicant's preparation of its Prequalification Submission or the performance of any subsequent agreement relating to the Ro-Pax Vessel Project, without prior written consent of MAI;
- (d) if requested by MAI, will be returned to MAI no later than ten days after such request; and
- (e) shall not be used in any way that is detrimental to MAI.

(3) Each Applicant shall be responsible for any breach of the provisions of this Section 7.12 by any Person to whom it discloses the Confidential Information. Each Applicant acknowledges and agrees that a breach of the provisions of this Section 7.12 would cause MAI to suffer loss which could not be adequately compensated by damages, and that MAI may, in addition to any other remedy or relief, enforce any of the provisions of this Section 7.12 upon submission to a court of competent jurisdiction for injunctive relief without proof of actual damage to MAI.

(4) The provisions in this Section 7.12 shall survive any cancellation of this RFQ or the RFP and shall survive the conclusion of the RFQ Process and RFP Process.

7.13 MAI's Discretion

Unless explicitly otherwise stated herein, all references in the RFQ Documents to MAI's "discretion" or "sole discretion" means MAI's absolute sole unqualified subjective discretion.

7.14 Access to Information and Protection of Privacy

(1) The Applicant acknowledges and agrees that MAI is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) ("**Access to Information Act**") as amended from time to time. A request for confidential treatment by the Applicant, including in the Applicant's Prequalification Submission, will not supersede MAI's legal obligations under the Access to Information Act. Unless otherwise permitted by Applicable Law, MAI will not honour requests to keep entire Prequalification Submissions confidential. Applicants must show the specific grounds under the Access to Information Act or other law or rule that support confidential treatment. MAI will not advise Applicants as to the nature or content of documents entitled to protection from disclosure under the Access to Information Act, regulations under the Access to Information Act, or other Applicable Laws and implementing regulations, or as to the interpretation of the Access to Information Act. Applicants are strongly advised to consult their own legal Advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Prequalification Submissions.

(2) The Applicant understands that MAI may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential or proprietary information. If a request is received by MAI for the release of an Applicant's propriety or confidential information, and MAI agrees to withhold the information, MAI will notify the Applicant of the proposed recipient. In any event, the Applicant shall defend and hold MAI harmless from any legal action arising from any request for the release of Applicant's propriety or confidential information.

(3) Subject to the provisions of the Access to Information Act, shall not be liable in any way whatsoever to any Applicant or Team Member if Applicant information or the Applicant's Prequalification Submission, in whole or in part, is disclosed based on an order or decision of the under the Access to Information Act or otherwise as required under Applicable Law.

(4) The Applicant acknowledges and agrees that MAI intends to disclose all information submitted to MAI, by Applicants and Team Members, to Transport Canada and the Government of Canada.

7.15 Pre-RFP Meetings

(1) MAI may, in its sole discretion, convene meetings prior to the commencement of the RFP Process (each, a “**Pre-RFP Meeting**”) for Shortlisted Applicants on the dates and at the times set out in a notice to be provided by a Representative of MAI. While attendance at a Pre-RFP Meeting is not mandatory, Shortlisted Applicants are strongly encouraged to attend. A Shortlisted Applicant’s failure to attend a Pre-RFP Meeting is at the Shortlisted Applicant’s sole risk and responsibility.

(2) Shortlisted Applicants may ask questions and seek clarifications at a Pre-RFP Meeting. If MAI gives oral answers at a Pre-RFP Meeting, those answers shall not be considered final unless the Shortlisted Applicant also submits those questions in accordance with Section 3.6 and responses are issued in accordance with Section 3.6.

(3) No statement, consent, waiver, acceptance, approval or anything else said or done in any Pre-RFP Meeting by MAI or any of their respective advisors, employees or Representatives shall amend or waive any provision of the RFQ Documents or the RFP documents, or be binding on MAI or be relied upon in any way by Shortlisted Applicants or their advisors, except when and only to the extent expressly confirmed in an Addendum to the RFQ Documents issued in accordance with Section 3.7 and/or an Addendum to the RFP documents issued in accordance with the RFP, as applicable.

7.16 Legal Matters

(1) This RFQ is not an offer to enter into any contract of any kind whatsoever. This RFQ is not intended to create a bidding contract (often referred to as “Contract A”).

(2) Notwithstanding that in accordance with Section 7.16(1) this RFQ is not intended to create “Contract A”, the Applicant and all other entities participating in this RFQ Process agree that if MAI is found to be liable, in any way whatsoever, for any act or omission in respect of this RFQ Process, the total liability of MAI to any Applicant, Team Member or any other entity participating in this RFQ Process, and the aggregate amount of damages recoverable against MAI for any matter relating to or arising from any act or omission, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, judicial review or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of MAI shall be no greater than the Applicant’s cost of preparing its Prequalification Submission or the amount set out in the RFQ Data Sheet, whichever is less.

(3) This Section 7.16 shall survive any cancellation of this RFQ and shall survive the conclusion of the RFQ Process.

7.17 Governing Law and Attornment

(1) This RFQ shall be governed and construed in accordance with the laws of the Province of Newfoundland and Labrador.

(2) Any disputes arising pursuant to this RFQ shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador, Canada, and the federal laws of Canada applicable therein. All legal actions shall be litigated in St. John’s, Newfoundland, Canada, regardless of the inconvenience of the forum, before the Federal Court of Canada, or at MAI’s option, or as a result of a lack of jurisdiction of the Federal Court of Canada, the Supreme Court of Newfoundland and Labrador, located in St. John’s, Newfoundland.

7.18 Government of Canada Code of Conduct for Procurement and Government of Canada Ineligibility and Suspension Policy

(1) In order to establish standards for ethical conduct and integrity during the RFQ Process and the subsequent RFP Process, MAI has determined that it will oblige Applicants, Team Members and their respective Advisors to be compliant with the Public Services and Procurement Canada (“PSPC”) Code of Conduct for Procurement.

- (a) Applicants, Team Members and their respective Advisors are strongly cautioned to review the PSPC Code of Conduct for Procurement which is available as Background Information on the Data Site.
- (b) By submitting a Prequalification Submission, the Applicant certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Applicant, any Team Member nor any of their respective parents, subsidiaries or other Affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
 - (i) payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4th Supp.) as amended from time to time) applies;
 - (ii) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process;
 - (iii) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or purchasing office), section 380 (Fraud) or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada* (R.S.C., 1985, c.C-46, as amended from time to time), or
 - (iv) paragraph 80(1)(d) (Offences and punishment - false entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act* (R.S.C., 1985, c. F-11, as amended from time to time).

(2) MAI has determined that it will oblige Applicants, Team Members and their respective Advisors to be compliant with the Government of Canada’s Ineligibility and Suspension Policy (the “**Ineligibility and Suspension Policy**”).

- (a) Applicants, Applicant Team Members and their respective Advisors are strongly cautioned to review the Ineligibility and Suspension Policy which is available as Background Information on the Data Site.
- (b) The list of ineligible and suspended suppliers is available from PSPC. Any Applicant, Team Member or Advisor who has been determined by PSPC to be ineligible or suspended in accordance with the Ineligibility and Suspension Policy may be ineligible to participate in this RFQ Process or the subsequent RFP Process.
- (c) The Applicant shall submit a complete list of all foreign criminal charges and convictions pertaining to itself, its Affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy using an “Integrity Declaration Form” attached to the Master Submission Form. If an Applicant fails

to provide the information requested in this Section 7.18(2)(c) or such information is incomplete or inaccurate, or the information contained in a certification or declaration relating to the Ineligibility and Suspension Policy is determined by MAI to be false or misleading in any respect, MAI may disqualify the Applicant and terminate its continued participation in the RFQ Process.

7.19 National Security Assessment

(1) MAI reserves the right to request that the Government of Canada conduct a national security assessment of any Applicant or Team Member. MAI reserves the right, on behalf of the Government of Canada, to request information from the Applicant or Team Member to permit the Government of Canada to conduct a national security assessment of such Applicant or Team Member, as applicable. In its request for information, MAI will prescribe a timeframe for the Applicant or Team to provide the requested information.

(2) MAI, may, in its sole discretion, disqualify an Applicant and terminate its continued participation in the RFQ Process in the event that an Applicant or a Team Member:

- (a) fails to provide the information requested in accordance with Section 7.19(1) within the timeframe requested;
- (b) fails to provide sufficient information to permit the Government of Canada to complete its national security assessment of the Applicant or Team Member, as applicable; or
- (c) fails the national security assessment.

(3) Applicants are advised that MAI intends to include a similar requirement with respect to national security in the RFP Process.

7.20 Contingency Fees

(1) By submitting a Prequalification Submission, the Applicant certifies that it has not, nor has any Team Member, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of an award for the Vessel and Services to any person, other than an employee of the Applicant acting in the normal course of the employee's duties. In this Section 7.20, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining an award for the Vessel and Services and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement), as amended from time to time.

7.21 Definitions

Unless otherwise specified or the context otherwise requires, capitalized terms used in the RFQ Documents shall have the meanings set out in this Section 7.21.

“**Access to Information Act**” is defined in Section 7.14(1).

“**Addenda**” or “**Addendum**” is defined in Section 3.7(1).

“**Advisor**” means any Person retained to provide professional advice to any one of MAI, an Applicant, or a Team Member, as applicable.

“**Affiliate**” means an “affiliate” as that term is used in the *Canada Business Corporations Act* and any successor legislation thereto in relation to an entity, and in relation to an individual, means any entity controlled by such individual;

“**Agreement**” is defined in Section 1.1(5).

“**Applicable Law**” means:

- (1) any statute or proclamation or any delegated or subordinate legislation including regulations and by-laws;
- (2) any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any Governmental Authority; and
- (3) any judgment, order, direction or directive of a relevant court of law, board, arbitrator or administrative agency which is binding on MAI or an Applicant in the Province of Newfoundland and Labrador,

in each case, in force in the Province of Newfoundland and Labrador and binding on MAI or an Applicant.

“**Applicant**” is defined in Section 1.1(2).

“**Applicant Representative**” is defined in Section 1.1(2).

“**Applicants’ Meeting**” is defined in Section 3.5(1).

“**Background Information**” is defined in Section 2.4(1).

“**Charter Period**” is defined in the RFQ Data Sheet.

“**Confidential Information**” means all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the Prequalification Submission, from MAI in connection with the Ro-Pax Vessel Project, but does not include any information which (i) is or becomes generally available to the public other than as a result of a breach of Section 7.12, (ii) becomes available to the Applicant on a non-confidential basis from a source other than MAI so long as that source is not bound by a confidentiality agreement with respect to the information or otherwise prohibited from transmitting the information to the Applicant by a contractual, legal or fiduciary obligation, or (iii) the Applicant is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Applicant by the Government or MAI.

“**Conflict of Interest**” is defined in Section 7.10(7).

“**Consent Declaration**” means Form C-2 of Appendix C.

“**Contact Person**” means the individual named as the contact person in the RFQ Data Sheet.

“**Control**” has the meaning ascribed thereto in the *Canada Business Corporations Act*.

“**Data Site**” is the electronic document management website that facilitates MAI and Applicant interaction as set out in these RFQ Documents.

“**Electronic Signature**” has the meaning given in the *Electronic Commerce Act (Newfoundland and Labrador)*.

“**Eligible Vessel**” has the meaning set out in Appendix B.

“**Eligible Vessel Requirements**” means the requirements set out in Appendix H – Eligible Vessel Requirements.

“**Evaluation Criteria**” means the evaluation criteria set out in Appendix B.

“**Fairness Monitor**” means the Person named as the Fairness Monitor in the RFQ Data Sheet.

“**Financial Disclosure Entity**” is defined in the RFQ Data Sheet.

“**Financial Information**” is defined in Section 3.10(2)(c).

“**Governmental Authority**” means any Canadian federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over MAI, an Applicant or any aspect of the RFQ Documents, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

“**Ineligibility and Suspension Policy**” is defined in Section 7.18(2).

“**Ineligible Persons**” is defined in Section 7.11.

“**Ineligible Person’s Affiliate**” is defined in Section 7.11(1).

“**Key Individual**” means an individual who will play an important role in the Ro-Pax Vessel Project on behalf of a Team Member as set out in Appendix B.

“**MAI**” is defined in Section 1.1(1).

“**Master Submission Form**” means Form C-1 of Appendix C.

“**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted.

“**Prequalification Stage**” is defined in Section 2.1(1)(a).

“**Prequalification Submission**” is defined in Section 1.1(2).

“**Pre-RFP Meeting**” is defined in Section 7.15(1).

“**PSPC**” is defined in Section 7.18(1).

“**Representatives**” means the directors, officers, ministers, employees, agents, accountants, consultants, financial or legal advisors and all other representatives of the Person being referred to.

“**Reserve Shortlisted Applicant**” means the Applicant(s) identified by MAI pursuant to Section 5.2(3).

“**RFIs**” is defined in Section 3.6(1).

“**RFP**” is defined in Section 1.1(1).

“**RFP Process**” is defined in Section 1.1(1).

“**RFQ**” is defined in Section 1.1(1).

“**RFQ Data Sheet**” is defined in Section 1.1(4).

“**RFQ Documents**” is defined in Section 3.2.

“**RFQ Process**” is defined in Section 1.1(1).

“**RFQ Submission Deadline**” is defined in Section 3.3(2).

“**Ro-Pax Vessel Project**” is defined in the RFQ Data Sheet.

“**Services**” is defined in the RFQ Data Sheet.

“**Shortlisted Applicants**” is defined in Section 5.1(1)(d).

“**Successful Proponent**” is defined in Section 1.1(5).

“**Team Member**” is defined in Section 1.1(2).

“**Technical Information**” is defined in Section 3.10(2)(b).

“**Timetable**” is defined in Section 2.2(1).

“**Updated Financial Information**” is defined in Section 5.5(1).

“**Vessel**” is defined in the RFQ Data Sheet.

“**Vessel Owner**” means the entity that the Applicant proposes will own the Vessel or, if a new entity is to be formed, the parent of such entity.

7.22 Interpretation

(1) In the RFQ Documents, words in the singular include the plural and vice-versa and words in one gender include all genders, all references to dollar amounts are to the lawful currency of Canada, and the words “include”, “includes” or “including” means “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.

(2) Any reference in the RFQ Documents to a submission deadline means the noted time to the second, even where seconds are not explicitly noted. For greater certainty, a submission deadline is as of the zero count in seconds of the noted time.

APPENDICES TO THE RFQ
APPENDIX A - RFQ DATA SHEET

RFQ REFERENCE	ITEM
<i>RFQ Section 1.1(4) – Scope of the Project</i>	<p>Project Description</p> <p>MAI intends to contract for a modern and efficient new build Ro-Pax vessel (the “Vessel”) on bareboat charter (the “Services”) (collectively, the “Ro-Pax Vessel Project”).</p> <p>The Vessel will be required to meet MAI’s fleet configuration requirements, which include:</p> <ul style="list-style-type: none"> (a) Alignment with major vessel systems of existing fleet which can be supported locally in Canada and North America; (b) Ro-Pax design for mixed-use carriage of personal and commercial vehicles and passengers (with passenger hospitality spaces and cabins); (c) Ability to operate within varying environmental conditions in the Gulf of St. Lawrence which include severe winds, wave heights and seasonal ice conditions; (d) Ability to overcome the geographical challenges in Port aux Basques harbour which limit the size and type of the Vessel; (e) Efficiency specifically in relation to fuel, maintenance, and crewing; and, (f) Implementation of latest technologies to help improve efficiencies and reduce environmental impact and harm. <p>Charter Agreement</p> <p>The Successful Proponent will have the opportunity to enter into a charter agreement with MAI for the supply of the Vessel.</p> <p>Key Dates:</p> <ul style="list-style-type: none"> • Delivery of the Vessel will be required in Q4 2022. • Charter Period: a charter period of not less than 60 months (the “Charter Period”). <p>Option to Purchase</p> <p>MAI will require the option to buy the Vessel at the end of the Charter Period.</p>

RFQ REFERENCE	ITEM																									
<p><i>RFQ Section 2.2(1) – Timetable for the RFQ Process</i></p>	<p>Timetable:</p> <table border="1"> <thead> <tr> <th data-bbox="383 354 1089 426">Step in the Procurement Process</th> <th data-bbox="1094 354 1479 426">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="383 432 1089 495">Issue RFQ</td> <td data-bbox="1094 432 1479 495">July 17, 2019</td> </tr> <tr> <td data-bbox="383 501 1089 594">Last Day for Applicants to confirm attendees at Applicants' Meeting</td> <td data-bbox="1094 501 1479 594">August 14, 2019</td> </tr> <tr> <td data-bbox="383 600 1089 714">Applicants' Meeting</td> <td data-bbox="1094 600 1479 714">August 22, 2019</td> </tr> <tr> <td data-bbox="383 720 1089 842">Last Day for Applicants to disclose all information in respect of the project in accordance with RFQ Section 7.10(9)(a)</td> <td data-bbox="1094 720 1479 842">August 29, 2019</td> </tr> <tr> <td data-bbox="383 848 1089 970">Last Day for Applicants to submit RFIs</td> <td data-bbox="1094 848 1479 970">September 12, 2019 at 4:00 PM Atlantic Standard Time</td> </tr> <tr> <td data-bbox="383 976 1089 1077">Last Day for Issuance of Addenda (Except Addenda related to Timetable changes)</td> <td data-bbox="1094 976 1479 1077">September 26, 2019</td> </tr> <tr> <td data-bbox="383 1083 1089 1205">RFQ Submission Deadline</td> <td data-bbox="1094 1083 1479 1205">October 3, 2019 at 4:00 PM Atlantic Standard Time</td> </tr> <tr> <td data-bbox="383 1211 1089 1274">Approximate Date of Notification of Shortlisted Applicants</td> <td data-bbox="1094 1211 1479 1274">Early November 2019</td> </tr> <tr> <td data-bbox="383 1281 1089 1344">Approximate Date of RFP Issuance</td> <td data-bbox="1094 1281 1479 1344">Mid November 2019</td> </tr> <tr> <td data-bbox="383 1350 1089 1413">Approximate Date of RFP Submission Deadline</td> <td data-bbox="1094 1350 1479 1413">Q3 2020</td> </tr> <tr> <td data-bbox="383 1419 1089 1512">Approximate Date of Identification of Successful Proponent</td> <td data-bbox="1094 1419 1479 1512">Q4 2020</td> </tr> </tbody> </table>		Step in the Procurement Process	Date	Issue RFQ	July 17, 2019	Last Day for Applicants to confirm attendees at Applicants' Meeting	August 14, 2019	Applicants' Meeting	August 22, 2019	Last Day for Applicants to disclose all information in respect of the project in accordance with RFQ Section 7.10(9)(a)	August 29, 2019	Last Day for Applicants to submit RFIs	September 12, 2019 at 4:00 PM Atlantic Standard Time	Last Day for Issuance of Addenda (Except Addenda related to Timetable changes)	September 26, 2019	RFQ Submission Deadline	October 3, 2019 at 4:00 PM Atlantic Standard Time	Approximate Date of Notification of Shortlisted Applicants	Early November 2019	Approximate Date of RFP Issuance	Mid November 2019	Approximate Date of RFP Submission Deadline	Q3 2020	Approximate Date of Identification of Successful Proponent	Q4 2020
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<p><i>RFQ Section 3.4(1) – Contact Person</i></p>	<p>Contact Person and Contact Person coordinates:</p> <p>Angie Hutchinson Director, Supply Chain Management fleetrp@marineatlantic.ca</p>																									
<p><i>RFQ Section 3.5(1) – Applicants' Meeting</i></p>	<p>Information Session for Applicants:</p> <p>The Applicants' Meeting will be conducted via webinar. MAI will communicate further details regarding access to the webinar via a notice posted to the Data Site.</p>																									

RFQ REFERENCE	ITEM
<i>RFQ Section 5.1(1)(c) – Minimum Passing Score Requirements</i>	<p>The following minimum passing score requirements shall apply to the evaluation of the Technical Information:</p> <ol style="list-style-type: none"> 1. Applicants must achieve a minimum passing score of 840 on the total technical evaluation; and 2. Applicants must achieve a minimum passing score of 140 on the evaluation of Section 3.1 Eligible Vessel.
<i>RFQ Section 5.1(1)(c) – Event of a Tie</i>	<p>The following rules shall apply in the event of a tie:</p> <p>In the event that there is a tie in the aggregate technical score among two or more Prequalification Submissions for the last Shortlisted Applicant position in the ranking, the tied Prequalification Submission with the highest score for Section 2.1 – Vessel Owner Experience will receive the last Shortlisted Applicant position in the ranking.</p>

RFQ REFERENCE	ITEM	
RFQ Section 6.1(2) – Evaluation Overview	Weighting of Evaluation:	
	Evaluation Overview	
	Financial Evaluation	
	Financial Capacity and Project Financing Approach and Experience	Pass/Fail
	Technical Evaluation	
	Points	
	1. APPLICANT'S ORGANIZATIONAL STRUCTURE	
	1.1 Organizational Structure	300
	2. APPLICANT EXPERIENCE	
	700	
	2.1 Vessel Owner's Experience	400
	2.2 Applicant's Other Experience	100
	2.3 Dispute Resolution	100
	2.4 Key Individuals	100
	3. ELIGIBLE VESSEL	
200		
3.1 Eligible Vessel is a Ro-Pax Vessel	Pass/Fail	
3.1 Eligible Vessel (other evaluation criteria)	200	
Total Technical Evaluation		
1200		

RFQ REFERENCE	ITEM
<i>RFQ Section 7.11(1) – Ineligible Persons</i>	Ineligible Persons: The following are Ineligible Persons: <ul style="list-style-type: none">(1) Blake, Cassels & Graydon LLP(2) Campbell Johnston Clark (CJC)(3) Deloitte LLP(4) Kalmarine Inc.(5) Knud E. Hansen USA Inc.(6) Goodland Buckingham – Barristers & Solicitors(7) Maritime Law Company(8) P1 Consulting Inc.(9) Captain Shri Madiwal
<i>RFQ Section 7.16(2) – Limitation of Liability</i>	\$50,000

**APPENDIX B TO THE RFQ - PREQUALIFICATION SUBMISSION REQUIREMENTS AND
EVALUATION CRITERIA****PART 1 INSTRUCTIONS TO APPLICANTS****1. Introduction**

- (1) The Prequalification Submission requirements for the Financial Information are set out in Table 1 (Financial Submission Requirements and Evaluation Criteria) and the Prequalification Submission requirements for the Technical Information are set out in Table 2 (Technical Submission Requirements and Evaluation Criteria) in this Appendix B.
- (2) Each Applicant should prepare its Financial Information and its Technical Information by providing the information set out in Table 1 and Table 2 in the order listed in Table 1 or Table 2, as applicable. Table 1 and Table 2 also set out the Evaluation Criteria that will be used by MAI in its scoring and evaluation of each Prequalification Submission.
- (3) Applicants are advised to submit their Prequalification Submissions in 11 point font on 8.5"x11" page size. The general arrangement drawing should be in minimum scale of 1:200. Page limits and other limits, if applicable, are indicated in the Table 1 and Table 2. Page limits and other limits are maximum limits and do not need to be reached for each item indicated, but should not be exceeded. Applicants are cautioned to review the RFQ in terms of the rules that apply if Applicants exceed page limits. For the purposes of the page limits, a "page" is intended to mean each side of a page that has content.

2. General Guidelines and Instructions with Respect to the Prequalification Submission Requirements

- (1) Each Applicant is reminded that the objective of its Prequalification Submission is to assist MAI in choosing the most qualified Applicants to be shorted-listed as Shortlisted Applicants. Subject to the requirements of the RFQ Documents, each Applicant should endeavor to present its information in a form that will assist MAI in distinguishing between the qualifications of the Applicants. Specifically, each Applicant should endeavour to demonstrate, in its response to this Appendix B, how the experience of the Applicant and its Team Members is relevant to the particular challenges and opportunities of this Project.
- (2) In evaluating each Applicant's Prequalification Submission, MAI intends to score more favourably Prequalification Submissions which demonstrate how the Applicant's particular approach is relevant to the particular challenges and opportunities of the Ro-Pax Vessel Project.
- (3) In selecting which projects to submit as examples to demonstrate experience, Applicants are strongly advised to submit experience in projects (for the Applicant and its Team Members) that are comparable to the Ro-Pax Vessel Project. For the purposes of this RFQ Process, "comparable" experience is experience of a similar scale, size, complexity and scope of the Ro-Pax Vessel Project.
- (4) With respect to project experience presented by Applicants, Applicants should clearly identify any limits on the scope of a project, or the work or services performed by the Applicant or a Team Member if such Applicant or Team Member was not responsible for the entire project, work or services described.

PART 2 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

Table 1 – Financial Submission Requirements and Evaluation Criteria

Financial Submission Requirements		Evaluation Criteria	Maximum Pages	Maximum Points
1. APPLICANT FINANCIAL CAPACITY AND PROJECT FINANCING EXPERIENCE				
1.1	Applicant Financial Capacity			
	<p>(1) Except as otherwise indicated in this Section 1.1, the Applicant, each Team Member that will be responsible for the delivery of more than 20% of the value of the Vessel and Services, and each of their respective parent company guarantors (each a "Financial Disclosure Entity") shall submit the following:</p> <p>(a) annual reports, which include audited financial statements (including an opinion letter or auditor's report, balance sheet, income statement, statement of changes in cash flow, and notes) for each of the last three fiscal years;</p> <p>(b) interim financial statements for each quarter (or other interval for which interim statements are prepared) since the most recent fiscal year for which audited statements are provided, and if none have been prepared, a confirmation as such;</p> <p>(c) details of any material off balance sheet finance arrangements currently in place records of any insolvency and bankruptcy proceedings for the past ten years for all Financial Disclosure Entities;</p> <p>(d) details of any material events that may affect the entity's financial standing since the last annual or interim finance statements provided;</p> <p>(e) bonding capacity and letters of reference from a bonding company for the relevant Team Member(s);</p>	<ul style="list-style-type: none"> The Applicant has provided all information requested in Section 1.1 of this Table 1. Each Financial Disclosure Entity will be evaluated on a pass/fail basis through the analysis of a range of factors based on the information submitted in response to Section 1.1 of this Table 1 and industry benchmarks. The financial capacity evaluation will be conducted, on a holistic basis, to assess whether or not the Financial Disclosure Entity reasonably has the financial capacity to complete its role on the Ro-Pax Vessel Project. The evaluation will be based on a holistic assessment with regard to the anticipated financial and performance obligations of each Financial Disclosure Entity. 	N/A	Pass/Fail

Financial Submission Requirements	Evaluation Criteria	Maximum Pages	Maximum Points
<p>(f) a copy of the most recent credit rating report (including details of any credit warnings or downgrades of credit rating in the last five years) from each agency that rates the Financial Disclosure Entity's debt, or confirmation that no such ratings exist from (i) an accredited credit bureau domiciled in the country that the Financial Disclosure Entity's head office is located; and (ii) from industry standard facilities (such as Standard & Poor's, Moody's, etc.);</p> <p>(g) details and records of any insolvency and bankruptcy proceedings for the past five years for all Financial Disclosure Entities;</p> <p>(h) for Team Members that have a parent company, Form F-2 – Form of Guarantor Letter, as set out in Appendix F to the RFQ, a parent company guarantor letter for the Applicant and each Team Member, if applicable;</p> <p>(i) for each Team Member provide a description setting out (or diagram showing) the legal/beneficial ownership chain of the Team Member from the direct owner(s) of the Team Member all the way up to the ultimate owner(s). If a particular level of the ownership chain has diffuse ownership amongst numerous persons, that level can be summarized in the description/diagram;</p> <p>(j) using Form F-1 – Form of Certification Letter, as set out in Appendix F to the RFQ, a certification letter from the Chief Financial Officer or an authorized signing officer of the Financial Disclosure Entity; and</p> <p>(k) additional financial information, if any, that, in the Applicant's view, will demonstrate to MAI that the Financial Disclosure Entities have sufficient financial standing, capacity, and resources to carry out their respective roles in completing the Ro-Pax Vessel Project. The Applicant shall include a description of the anticipated financial magnitude of each Financial Disclosure Entity's respective role.</p> <p>For clarity, in the event that a Financial Disclosure Entity is composed of a joint venture of multiple Team Members, each such joint venture Team Member is a Financial Disclosure Entity.</p>			

Financial Submission Requirements		Evaluation Criteria	Maximum Pages	Maximum Points
(2)	Briefly describe the Applicant's capacity to fund the approximately \$250 million of capital required to complete the vessel construction (e.g. discuss credit rating, net assets, liquid assets, letters of commitment, etc.) with reference to the information provided in response to Section 1.1(1) of Table 1 - Financial Submission requirements for the relevant Financial Disclosure Entities.	<ul style="list-style-type: none"> • The Applicant's response to this section will be evaluated based on the extent to which the Applicant: <ul style="list-style-type: none"> • demonstrates adequate company financial condition, taking into consideration factors including: <ul style="list-style-type: none"> • sufficient solvency position; • adequate liquidity; • profitability; • recent financial trends; • impact of any additional company disclosures; and • assessment of third-party opinions (i.e. credit ratings). • demonstrates sufficient capacity to fund the Ro-Pax Vessel Project; • clearly explains its sources of finance (debt and equity financing); • provides details of project security; and • provides details of any guarantees. 	N/A	Pass/Fail

Financial Submission Requirements		Evaluation Criteria	Maximum Pages	Maximum Points
1.2	Project Financing Approach and Experience			
	<p>(1) Describe the Applicant's proposed approach for financing of the Ro-Pax Vessel Project. The proposed approach should highlight anticipated project-specific financing risks and challenges and describe how they will be mitigated. Provide MAI with an understanding of the Applicant's planned approach to the following:</p> <ul style="list-style-type: none"> (a) management, organization, innovation, and coordination of the Team Members with respect to financing; (b) anticipated financing structure and rationale; (c) sourcing any required equity funding, identify all anticipated equity capital funders (for example banks, insurance companies, pension funds, private equity funds, and corporate entities); (d) the anticipated debt financiers (for example banks, life insurance companies, pension funds) and their proposed involvement (approximate in percentage terms); (e) any specifically contemplated innovative approaches to financing of the Ro-Pax Vessel Project; (f) any specifically contemplated alternatives to the Applicant's financing plan; (g) obtaining of approvals and commitments for financing the Ro-Pax Vessel Project; and (h) other areas/topics that, in the opinion of the Applicant, is important to the understanding of the Applicant's financing approach. 	<ul style="list-style-type: none"> • The Applicant's financial plan will be evaluated based on the demonstration of the following criteria: <ul style="list-style-type: none"> • logical organization of the Team Members related to the financing requirements; • sources of equity specifically identified and explained; • presents an approach that examines a range of financing structures and financing sources to ensure a best-value solution; • approach to obtaining approvals is compressive; • project-specific considerations that may influence financing structures of financing costs; • demonstrates flexibility and access to a range of financing sources should market conditions change; and • provides confidence in likelihood to achieving financial close. 	5 pages	Pass/Fail

Financial Submission Requirements		Evaluation Criteria	Maximum Pages	Maximum Points
<p>(2) Describe the experience and capability of the Applicant in securing vessel construction or other similar financing based on up to three example projects in which members of the Applicant secured vessel construction or other financing within the last five years and that are demonstrated to be relevant to the response category. This description should include:</p> <ul style="list-style-type: none"> (a) nominated project name and description; (b) client reference, if applicable; (c) type and amount of financed raised (include capital structure, any innovations or variations from the normal financing); (d) date of financial close; (e) role of Team Member on nominated project; (f) pertinence of nominated project experience to the Ro-Pax Vessel Project; and (g) names of Team Members on nominated project. <p>It is recommended that Applicant describe their experience in the arranging of financing for projects of similar or larger magnitude. If other types of financing experience are provided in Prequalification Submission, it is recommended that their pertinence to the Ro-Pax Vessel Project be explained.</p>	<ul style="list-style-type: none"> • The Applicant's financing team experience will be considered for each example project against the following criteria: <ul style="list-style-type: none"> • relevance of project examples; • complexity of project examples; and • role of Team Members is similar on previous projects to their proposed role on the Ro-Pax Vessel Project. 	<p>1 page per project</p>	<p>Pass/Fail</p>	

Financial Submission Requirements	Evaluation Criteria	Maximum Pages	Maximum Points
<p>(3) Describe the experience and capability of the Applicant's Key Individuals involved in arranging financing for the Ro-Pax Vessel Project. For each Key Individual involved in financing provide:</p> <ul style="list-style-type: none"> (a) employing Team Member (b) Key Individual's role in the Ro-Pax Vessel Project; (c) Key Individual years of experience; (d) selected past project names and description (3 projects max per Key Individual); (e) role of Key Individual on past projects; (f) pertinence of past project experience to the requirements of the Ro-Pax Vessel Project; (g) Past project capital value; (h) Project client reference; and (i) Description of the probability that the Key Individual will be available for the entire financing activities of the Ro-Pax Vessel Project. <p>It is recommended that members of the Financing Team describe their experience in the arranging of financing for projects of similar or larger magnitude.</p> <p>If other types of experience are provided in the Prequalification Submission, it is recommended that their pertinence to the Ro-Pax Vessel Project be explained.</p>	<ul style="list-style-type: none"> • Each nominated Key Individual in the section will have their experience demonstrated through each example project considered against the criteria below: <ul style="list-style-type: none"> • relevance of project examples; • complexity of project examples; • role of Key Individual is similar on previous projects to their proposed role on the Ro-Pax Vessel Project; and • resource availability. 	<p>1 page per Key Individual</p>	<p>Pass/Fail</p>

Table 2 – Technical Submission Requirements and Evaluation Criteria

Technical Submission Requirements	Evaluation Criteria	Maximum Pages	Maximum Points	
1. APPLICANT’S ORGANIZATIONAL STRUCTURE				
1.1	Organizational Structure			
	<p>(1) Provide a detailed, comprehensive organizational chart that,</p> <p>(a) includes the names of all Team Members and Key Individuals of each Team Member;</p> <p>(b) clearly indicates the role that each Team Member and Key Individual is expected to have in the supply of the Vessel and Services;</p> <p>(c) demonstrates the project management hierarchy for the delivery of the Vessel and Services; and</p> <p>(d) which clearly references and describes any past project collaboration experience between the Team Members.</p>	<ul style="list-style-type: none"> • The Applicant’s proposed team structure will be evaluated based on the extent to which: <ul style="list-style-type: none"> • the organizational chart demonstrates a feasible team structure; • the organizational chart demonstrates reasonable Team Member and Key Individual role and responsibility allocations; and • the organizational chart indicates that the Applicant will be capable of delivering the Vessel and Services through a demonstrated ability to develop and maintain clear lines of accountability, and clarity and description of the roles; • Team Member and Key Individual representation with experience building new vessels, bareboat chartering and technical management of vessels; and • the Team Members have demonstrated sufficient past experience collaborating with one another on other projects* <p><i>*Single entity Applicants will not be evaluated on the basis of this criterion and will receive full points with respect to past collaboration.</i></p>	<p>5 pages</p> <hr/> <p>25</p> <hr/> <p>25</p> <hr/> <p>50</p> <hr/> <p>125</p> <hr/> <p>75</p>	

Technical Submission Requirements	Evaluation Criteria	Maximum Pages	Maximum Points	
2. APPLICANT EXPERIENCE				
2.1	Vessel Owner Experience			
	<p>(1) Using Form E-1 – Project Experience Form, as set out in Appendix E to the RFQ, provide a description of the Vessel Owner’s experience:</p> <p>(a) building a new vessel in the capacity of an owner for five projects;</p> <p>(b) bareboat chartering as an owner for five projects; and</p> <p>(c) technical management as owner for five projects, including any lessons learned from each project. Each project experience description shall be with respect to a project that is comparable in size and scope to the Vessel and Services, and shall be with respect to projects that have been carried out during the ten years immediately prior to the RFQ Submission Deadline.</p>	<ul style="list-style-type: none"> • The Vessel Owner’s experience will be evaluated based on the extent to which it provided project examples in the required timeframe demonstrating that it has requisite experience, comparable in size and scope, to the requirements of the Ro-Pax Vessel Project (related to Vessel Owner newbuild experience, bareboat chartering and technical management of vessels), including demonstrating that: <ul style="list-style-type: none"> • the Vessel Owner has participated in newbuild projects as owner of a Ro-Pax vessel (ice class 1A with a length of 175 meters or greater, built under DNV-GL) in the past ten years; • the Vessel Owner has participated in newbuild projects as owner for vessel(s) having dual fuel applications and vessel(s) having an LNG fuel system, in the past ten years; • the Vessel Owner has participated in newbuild projects as owner for a Ro-Pax passenger carrying vessel designed for overnight service that has passenger cabins and customary amenities for a passenger carrying vessel designed for unrestricted voyage; • the Vessel Owner has participated in newbuild projects as owner of a vessel that meets safe return to port (SRtP) SOLAS requirements, and MARPOL energy efficiency design index (EEDI) requirements; and • the Vessel Owner experience with respect to each of (a) the building of a new vessel, (b) bareboat chartering vessels and (c) technical management of vessels has resulted in valuable lessons learned, including improvements that were implemented from the experience of previous projects in all three categories. 	<p>5 pages</p>	<p>100</p> <hr/> <p>25</p> <hr/> <p>40</p> <hr/> <p>50</p> <hr/> <p>25</p> <hr/> <p>10</p>

Technical Submission Requirements		Evaluation Criteria	Maximum Pages	Maximum Points
(2)	Provide a detailed description of any delays in the delivery of any newbuild vessel experienced by the Vessel Owner in the past ten years including the reasons for such delays. Provide a comprehensive summary of mitigation measures undertaken and lessons learned. If the Vessel Owner has not experienced a delay in delivery in the past ten years, provide a description of the Vessel Owner's strategy to ensure on time delivery.	<ul style="list-style-type: none"> The description will be evaluated based on the it demonstrates an understanding of the risks facing newbuild vessel projects and credible mitigation strategies to ensure on time delivery. 	3 pages	50
(3)	Provide a completed client reference for each project referenced in the Applicant's response to Section 2.1(1) of this Table 2 using Form E-3 – Reference Form as set out in Appendix E to this RFQ.	<ul style="list-style-type: none"> The written client reference for each project indicate that the Applicant delivered the project successfully and are consistent with the project experience information provided by the Applicant. 	N/A	100
2.2	Applicant's Other Experience			
(1)	Provide a detailed, comprehensive description of each Team Member's experience in their respective roles in the supply of projects of a similar size scope and nature as the Ro-Pax Vessel Project. If the Applicant is a single entity it should describe its relevant experience that makes teaming unnecessary for the Ro-Pax Vessel Project.	<ul style="list-style-type: none"> The Applicant's experience will be evaluated based on the extent to which the Applicant demonstrates: <ul style="list-style-type: none"> the single entity Applicant or the Applicant's Team Members have the requisite experience to successfully perform their respective functions in the supply of the Vessel and the Services; and the single entity Applicant or the Applicant's Team Members have relevant experience on projects of a similar size, scope and nature as the Ro-Pax Vessel Project. 	5 pages	50
				50

Technical Submission Requirements		Evaluation Criteria	Maximum Pages	Maximum Points
2.3	Dispute Resolution			
	(1) Provide a description of the Applicant’s approach to dispute resolution during the Project based on lessons learned from previous projects.	<ul style="list-style-type: none"> The Applicant has demonstrated an established dispute resolution methodology to quickly and efficiently resolve disputes, without disruption to project objectives. 	2 pages	100
2.4	Key Individuals			
	<p>(1) For each of the following Key Individuals, provide a general written description of the proposed Key Individual’s project experience for three projects of a similar size and scope as the Ro-Pax Vessel Project that have been carried out during the last ten years immediately prior to the RFQ Submission Deadline using Form E-2 – Key Individual Form, as set out in Appendix E to the RFQ:</p> <p>(a) Newbuild Vessel Program Manager;</p> <p>(b) Newbuild Supervision and Project Management Lead;</p> <p>(c) Technical Service Manager;</p> <p>(d) Vessel Chartering Manager;</p> <p>For clarity, projects do not need to have been completed prior to the RFQ Submission Deadline; however, Applicants should be able to demonstrate that the Key Individual has the requisite experience related to their respective proposed role and function in the Ro-Pax Vessel Project.</p>	<ul style="list-style-type: none"> The Applicant’s proposed Key Individuals will be evaluated based on the extent to which: <ul style="list-style-type: none"> the proposed Key Individuals by the Applicant have the requisite experience and qualifications to successfully perform their respective functions in the supply of the Vessel and the Services; the proposed Key Individuals proposed by the Applicant have relevant experience on projects of a similar size, scope as the Ro-Pax Vessel Project; and the proposed Key Individuals have a level of experience that exceeds the average experience level of the Applicant’s organization. 	2 pages per Key Individual	<p>40</p> <hr/> <p>40</p> <hr/> <p>20</p>

Technical Submission Requirements	Evaluation Criteria	Maximum Pages	Maximum Points	
3. ELIGIBLE VESSEL				
3.1	Eligible Vessel			
	<p>(1) Provide a description of the Applicant’s proposed vessel that will meet the Eligible Vessel Requirements set out in Appendix H to the RFQ (the “Eligible Vessel”), the following information should be provided:</p> <p>(a) general arrangement drawing of the Eligible Vessel at a minimum scale of 1:200 showing the vessel profile (artistic), the vessel profile (centerline, technical), and all decks with clearly defined spaces identifying the areas taken by each space in square meters;</p> <p>(b) a general description of the Eligible Vessel and its:</p> <ul style="list-style-type: none"> • main dimensions; • cargo capacity; • classification notations; and • flag state and national requirements; and <p>(c) a general description of how the Eligible Vessel will meet the Eligible Vessel Requirements and the requirements of the Ro-Pax Vessel Project.</p>	<ul style="list-style-type: none"> • The Eligible Vessel will be evaluated based the extent to which: <ul style="list-style-type: none"> • the Applicant’s proposed Eligible Vessel is a Ro-Pax vessel; • the general arrangement drawing is clearly depicted and the associated narrative clearly describes how the Eligible Vessel can meet the navigational challenges of Port-aux-Basques harbour having specific regard to the harbour’s confined space, depth of water, navigational obstacles, and environmental challenges, utilizing MAI’s existing docking infrastructure; • the Applicant demonstrates that the Vessel is capable of navigating in heavy ice conditions in the region of operation with the assistance of ice breakers; • the Applicant clearly depicts and describes how the Eligible Vessel provides for mixed-use carriage of personal and commercial vehicles (North American standards) and passengers; • the Applicant clearly depicts and describes how the Eligible Vessel provides for overnight service that has passenger cabins and customary passenger amenities for a passenger carrying vessel designed for unrestricted voyage; • the Eligible Vessel has dual fuel capabilities and is LNG fuel capable; • the Eligible Vessel is service proven in similar operating conditions and the level of adaption or re-design required to meet the requirement of the Ro-Pax Vessel Project is minimal; • the Applicant clearly depicts and describes how the Eligible Vessel meets the requirements set out in Table 1 of Appendix H; and • the Eligible Vessel provides new measures for energy efficiency and passenger comfort. 	<p>10 pages</p>	<p>Pass/Fail</p> <p>30</p> <p>30</p> <p>30</p> <p>20</p> <p>20</p> <p>20</p> <p>20</p>

APPENDIX C TO THE RFQ – PREQUALIFICATION SUBMISSION FORMS

FORM C-1 – MASTER SUBMISSION FORM

Name of Applicant:			
Name of Applicant Representative:			
Address:			
City/Province/Postal Code:			
Applicant Representative Contact Individual(s):			
Title:			
Email:			
Telephone:		Alternate Telephone:	

The above named Applicant Representative hereby declares on its own behalf and, for clarity, on behalf of all Team Members that:

- (a) it has the power and authority to bind the Applicant for the purpose of the RFQ;
- (b) it acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ Documents;
- (c) the Applicant agrees to comply with and be bound by the requirements, terms and conditions contained in the RFQ Documents;
- (d) the Applicant acknowledges its obligations regarding Confidential Information contained in Section 7.12 of the RFQ and agrees to be, and to use reasonable efforts to cause its Representatives, potential Team Members and Team Members to be bound by such terms, irrespective of whether the Applicant, potential Team Members or Team Members submit a Prequalification Submission in the RFQ Process or are invited to submit or submit a proposal in the subsequent RFP Process for the Ro-Pax Vessel Project;
- (e) the information submitted in the Prequalification Submission or otherwise related to the RFQ Documents is accurate;
- (f) the information required by the RFQ Documents has been provided in the Prequalification Submission;
- (g) the Applicant recognizes that the information submitted will be treated as confidential and will be used only to establish a list of Shortlisted Applicants based on the RFQ;
- (h) the Applicant agrees that the information submitted may be clarified, verified and investigated by

- MAI and that pertinent information may be obtained and hereby consents to such clarification, verification and investigation;
- (i) the Applicant consents to MAI performing reference checks in accordance with the RFQ;
 - (j) the Applicant agrees that MAI is not obliged, in any way whatsoever, to carry out further clarifications, verifications or investigations of any Prequalification Submission;
 - (k) the Applicant understands that any omission or failure to substantially complete the Prequalification Submission or failure to substantially comply with a requirement included in the RFQ Documents may result in the Applicant being disqualified;
 - (l) the Applicant understands that it must submit a substantially complete Prequalification Submission in accordance with the RFQ Documents and a failure to do so may result in disqualification of the Applicant;
 - (m) the Applicant understands that the RFQ is not an offer to enter into any contract of any kind whatsoever and is not intended to create a bidding contract (often referred to as "Contract A");
 - (n) the Applicant understands that the RFQ does not constitute any offer of work by MAI;
 - (o) the Applicant represents and warrants to MAI that the Applicant,
 - (i) has the sole and unrestricted right, title and interest or good and sufficient power, authority and right to use any intellectual property that the Applicant requires for performance of its obligations pursuant to this RFQ; and
 - (ii) will pay all applicable fees associated with the use of such intellectual property including any required license fees and royalties;
 - (p) the Applicant acknowledges Section 7.5(1)(a) of the RFQ and understands that Applicant or its Prequalification Submission may be disqualified, or a Team Member of individual excluded from participation in the RFQ Process, if the Applicant, one of its Affiliates, any individual identified in the Prequalification Submission, any Team Member or any individual currently engaged as an officer, director, executive or senior manager of the Applicant or one of its Affiliates or a Team Member has been convicted in Canada:
 - (i) of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a public sector procurement process carried out in Canada; or
 - (ii) under the *Corruption of Foreign Public Officials Act* (Canada);
 - (q) the Applicant confirms that the Applicant and each Team Member has conducted itself with integrity and propriety and has not engaged in any inappropriate bidding practices or unethical behaviour in the course of this RFQ Process, and there are no charges or investigations by a public body or convictions related to inappropriate bidding practices or unethical behaviour by the Applicant or any Team Member in relation to a public sector tender or procurement in any Canadian jurisdiction that:
 - (i) are related to the Ro-Pax Vessel Project;
 - (ii) may compromise the reputation or integrity of MAI so as to affect public confidence in the Ro-Pax Vessel Project; or

- (iii) would contravene any Applicable Law or could have a material adverse effect on the Applicant or any Team Member in a way which could impair the Applicant or any Team Member's ability to perform its obligations under the Agreement;
- (r) the Applicant acknowledges Section 7.7 and confirms that it has prepared its Prequalification Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Applicant; and
- (s) this Form C-1 – Master Submission Form has not been modified in any manner, except to include the Applicant's required information.

In witness whereof, the Applicant Representative has executed this Form C-1 – Master Submission Form as of the date indicated below.

Date:

Applicant Representative

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Applicant Representative and to bind the Applicant and each Team Member.

FORM C-1A – INTEGRITY DECLARATION FORM

See attached.

FORM C-2- CONSENT DECLARATION

Team Member Consent Declaration

I, _____, am an authorized officer or director of _____ (“Team Member”) and confirm for and on behalf of the Team Member and without any personal liability that:

- (a) the Team Member has read and understands the RFQ Documents and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ Documents;
- (b) the Team Member agrees to be bound by the requirements of the RFQ Documents;
- (c) the Team Member consents to its inclusion as a member of the Applicant;
- (d) the Team Member confirms that the Prequalification Submission accurately reflects the qualifications of the Team Member;
- (e) the Team Member consents to MAI performing reference checks in accordance with the RFQ;
- (f) the Team Member understands and accepts the obligations imposed on it as a result of the Prequalification Submission; and
- (g) declares that this Form C-2 – Consent Declaration has not been modified in any manner, except to complete the required information.

In witness whereof, the Team Member has executed this Form C-2 – Consent Declaration as of the date indicated below.

Date _____

Team Member

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Team Member.

**FORM C-3 - CONFLICT OF INTEREST, CONFIDENTIAL INFORMATION AND LITIGATION
DECLARATION**

NOTE TO APPLICANTS: Notwithstanding the submission of this Declaration, Conflicts of Interest must be disclosed to the Contact Person as soon as one is discovered by the Applicant or an Applicant Team Member.

This Form C-3 - Conflict of Interest, Confidential Information and Litigation Declaration is delivered pursuant to the RFQ. All terms not otherwise defined herein have the meaning given to them in the RFQ.

Notwithstanding the existence of and/or submission of this Declaration, the Applicant hereby acknowledges RFQ Section 7.10 and the Applicant's obligation to continue to declare all Conflicts of Interest as soon as one is discovered and is under a continuing obligation to disclose all Conflicts of Interest that exist or may exist in the future.

The Applicant Representative hereby declares on behalf of the Applicant and the Team Members that:

- 1. There is not, nor was there any, perceived, potential or actual Conflict of Interest or any other type of unfair advantage in our submitting the Prequalification Submission. True Not True

If the answer to the above statement is "Not True", attach, on a separate page, a list and explanation of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or which may appear as a potential Conflict of Interest or unfair advantage in the Applicant submitting the Prequalification Submission

- 2. We have no knowledge of or the ability to avail ourselves of Confidential Information (other than Confidential Information, which may have been disclosed by MAI to the Applicants in the normal course of the RFQ) that is or was relevant to the Ro-Pax Vessel Project or the RFQ evaluation process. True Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

- 3. None of the Applicant, any of its Affiliates, any individual identified in the Prequalification Submission, any Team Member or any individual currently engaged as an officer, director, executive or senior manager of the Applicant or one of its Affiliates or a Team Member has been convicted in Canada: True Not True
 - a. of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a public sector procurement process carried out in Canada; or
 - b. under the *Corruption of Foreign Public Officials Act* (Canada),

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

4. Neither the Applicant nor any Team Members are the subject of any adverse ruling or conviction determined in the last 5 years involving fraud, fraudulent misrepresentation or professional misconduct. True Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

5. Neither the Applicant nor any Team Members are involved in any litigation that is currently ongoing, either directly or indirectly (e.g. through a related party) that:
- a) is against or involving MAI; or True Not True
 - b) may materially adversely affect the Applicant's or the Team Member's ability to participate in the Ro-Pax Vessel Project. True Not True

If the answer to any of the above statements is "Not True", attach, on a separate page, a brief explanation and include the following information: (1) plaintiff name; (2) defendant name; (3) year litigation initiated; (4) disputed amount (\$CAD) and (5) nature of dispute.

- 6. Attached on a separate page is a complete list of all individuals that participated in the development of the Applicant's Prequalification Submission.
- 7. This Form C-3 - Conflict of Interest, Confidential Information & Litigation Declaration has not been modified in any manner, except to complete the required information.
- 8. Full disclosure of the requirements set out in the RFQ has been made.

In witness whereof, the Applicant Representative has executed this Form C-3 - Conflict of Interest, Confidential Information & Litigation Declaration as of the date indicated below.

Date:

Applicant Representative

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Applicant Representative and to bind the Applicant and each Applicant Team Member.

APPENDIX D TO THE RFQ – REQUEST FOR INFORMATION FORM

NOTE TO APPLICANTS: Applicants must use this Appendix D form to submit RFIs in accordance with the requirements set out in Section 3.6 of the RFQ.

To Be Completed by the Applicant:			
Submitted By:	[Insert Applicant Name]		
Date Submitted:	[Insert Date]		
Do you want this request for information to be “commercially confidential” in accordance with Section 3.6(4) of the RFQ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	Source of Query:		
Reference Document:	[Indicate section reference and date, if applicable]		
Request/Query: (One request/query per sheet)			

APPENDIX E TO THE RFQ – PROJECT EXPERIENCE FORMS

[Note to Applicants: Applicants are strongly cautioned to review Appendix B to the RFQ prior to filling out Form E-1, Form E-2 and Form E-3.]

FORM E-1 –PROJECT EXPERIENCE FORM	
Vessel Information	
Vessel Name:	
Client Name:	
Vessel Type:	
Vessel Length (in meters):	
Date of Keel Laying:	
Date Vessel Delivered:	
Yard Hull Number:	
IMO Number:	
Name and Location of Shipyard:	
Gross Registered Tonnage:	
Classification Society (build):	
Flag State (build):	
Ice Class 1A or Polar Code:	
MARPOL Annex VI Regulation No. 4 &13:	
Safe Return to Port (SRtP):	
Energy Efficiency Design Index (EEDI):	
LNG Fuel Systems	
US Public Health:	

FORM E-1 –PROJECT EXPERIENCE FORM	
Project Description	
<p>Vessel Owner</p> <ul style="list-style-type: none"> • Building a new vessel • Bareboat chartering • Technical management 	
<p>Project description and any challenges and opportunities presented by the project:</p>	
<p>Description of how the project is comparable to MAI's Ro-Pax Vessel Project:</p>	
<p>Any further information, including lessons learned from the project and improvements implemented from experience of previous projects.</p>	

FORM E-2 – KEY INDIVIDUAL FORM	
Employer:	
Key Individual's role(s) and responsibilities in this Project:	
Key Individual's years of relevant experience:	
Key Individual's formal schooling (degree or diploma obtained, year and country/province obtained in):	
Key Individual's professional engineering or technical accreditation and current country/province of accreditation:	
Description of the Key Individual's availability for the Ro-Pax Vessel Project:	
Project #1	
Selected past project(s) name(s) and description(s):	
Role of Key Individual on past project(s):	
Specific experience on past project(s) relevant to the nature and scope of the Vessel and Services (including overall experience, as well as project management, as applicable):	
Client reference (client name, contact name, phone, e-mail) for each past project:	
Project #2	
Selected past project(s) name(s) and description(s):	
Role of Key Individual on past project(s):	
Specific experience on past project(s) relevant to the nature and scope of the Vessel and Services (including overall	

<u>FORM E-2 – KEY INDIVIDUAL FORM</u>	
experience, as well as project management, as applicable):	
Client reference (client name, contact name, phone, e-mail) for each past project:	
Project #3	
Selected past project(s) name(s) and description(s):	
Role of Key Individual on past project(s):	
Specific experience on past project(s) relevant to the nature and scope of the Vessel and Services (including overall experience, as well as project management, as applicable):	
Client reference (client name, contact name, phone, e-mail) for each past project:	

FORM E-3 – REFERENCE FORM	
A. Reference Information	
<i>[Note to Applicant: This section is to be completed by the Applicant.]</i>	
1. Reference Provided For:	<i>[Note to Applicants: Insert all applicable Team Members involved in the project.]</i>
2. Referee Company Name:	
3. Contact Name:	
4. Contact Telephone Number:	
5. Contact Email:	
B. Project Information	
<i>[Note to Applicant: This section is to be completed by the Applicant.]</i>	
Vessel Name:	
Vessel Type:	
Vessel Length (in meters):	
Date of Keel Laying:	
Date Vessel Delivered:	
C. Reference	
<i>[Note to Applicant: This section is to be completed by the Applicant's reference.]</i>	
Please describe the role of the entities listed in row 1 above on the project described in Section B:	
Please comment on the performance of the entities listed in row 1 above on the project described in Section B:	
Please describe any challenges, delays or other issues encountered on the project described in Section B and whether they were dealt with to your satisfaction:	

APPENDIX F TO THE RFQ – FINANCIAL SUBMISSION FORMS

[Note to Applicants: Applicants are strongly cautioned to review Appendix B to the RFQ prior to filling out Form F-1.]

FORM F-1 FORM OF CERTIFICATION LETTER

[Note to Applicants: To be prepared on Team Member's letterhead]

[Insert date]

Marine Atlantic Inc.
10 Fort William Place, Suite 302
Baine Johnston Centre
St. John's, Newfoundland A1C 1K4

Re: Request for Qualification for the Ro-Pax Vessel Project issued [insert date] (the "RFQ")

I, **[name of the authorized signing officer]**, acting as **[role occupied by the authorized signing officer]**, certify that the information provided by **[Team Member's name]** (the "Team Member") in accordance with **[Section 1.1 of Table 1 of Appendix B]** to the RFQ is complete and accurate. Also, I confirm that I am well informed of the Team Member's financial situation, including off-balance sheet financial arrangements, litigations matters, material events that have affected or which could affect the Team Member.

- (1) Attached to this letter is a detailed listing all of the material off-balance sheet financial arrangement which the Team Member has entered into as of the RFQ Submission Deadline which are not disclosed in the most recent financial statements provided as part of the Prequalification Submission.

[OR]

- (1) I am unaware of any material off-balance sheet financial arrangement which the Team Member has entered into as of the RFQ Submission Deadline which are not disclosed in the most recent financial statements provided as part of the Prequalification Submission.

- (2) Attached to this letter is a detailed listing all of the material claims, litigation or proceedings which the Team Member is involved in as of the RFQ Submission Deadline which are not disclosed in the most recent financial statements provided as part of the Prequalification Submission.

[OR]

- (2) I am unaware of any material claims, litigation or proceedings which the Team Member is involved in as of the RFQ Submission Deadline which are not disclosed in the most recent financial statements provided as part of the Prequalification Submission.

- (3) Attached to this letter is a detailed listing all of the material events that have affected, currently affect, or may affect the Team Member's financial standing since the last annual or interim financial statement provided and anticipated for the next reporting period as of the RFQ Submission Deadline. As part of the attached listing, I have described how those material events have been, are and will be addressed by the Team Member.

[OR]

- (3) I am unaware of any material changes that are not disclosed in the information provided as of the date of this Prequalification Submission.

- (4) Attached to this letter is a descriptions of any anticipated future change in ownership or financing structures or organization, or any renewals or refinancing of existing material financing source or credit facilities, or any potentially restrictive existing banking covenants and any other pertinent information to adequately evidence the Team Member's capacity to fulfil the Ro-Pax Vessel Project.

[OR]

- (4) I am unaware of any material changes that are not disclosed in the information provided as of the date of this Prequalification Submission.

All capitalized terms not defined in this letter are defined in the RFQ.

Yours truly,

Signature: _____

Name of authorized signing officer: _____

Position of the authorized signing officer: _____

Date: _____

FORM F-2 FORM OF GUARANTOR LETTER

[Note to Applicants: To be prepared on Parent Company Guarantor's letterhead]

[Insert Date]

[Insert Address]

Re: Request for Qualifications for the Ro-Pax Vessel Project issued [insert date] (the "RFQ")

As part of the Prequalification Submission submitted by **[Applicant's name]**, ("Applicant") we, **[Name of parent company guarantor]**, are issuing this letter confirming that we are willing to act as parent company guarantor for the **[Name of Applicant Team Member]**. As such, if the Applicant is selected as the Successful Proponent, we shall guarantee the performance of all of **[name of Applicant Team Member]**'s obligations under the Contract Documents as set out in the RFQ.

All capitalized terms not defined in this letter are defined in the RFQ.

Yours truly,

[Name of Parent Company Guarantor]

Signature: _____

Name of authorized signatory: _____

Date: _____

APPENDIX G TO THE RFQ – FORM OF CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of the ____ day of _____, 2019 (the “Agreement”)

BETWEEN:

Marine Atlantic Inc.

-and-

[Insert Name of Applicant] _____ (the “Recipient”)

WHEREAS MAI is conducting a request for qualifications process for its Ro-Pax Vessel Project (the “RFQ Process”); and

WHEREAS MAI and its advisors, consultants and other third parties that are involved in the RFQ Process (the “MAI Parties”) propose to disclose or provide access to Confidential Information (defined herein) to the Recipient for the purposes of the Recipient participating in the RFQ Process as the Recipient has expressed an interest to MAI in participating in the RFQ Process.

THEREFORE in consideration of the mutual covenants and agreements of the parties hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Recipient agrees as follows:

1. **Confidential Information.** For the purposes of this Agreement, “**Confidential Information**” means all information not in the public domain, including, but not limited to, computer aided drafting and designs, drawings, photographs, surveys, property layouts, property blueprints, product designs, prototypes, specification, maintenance, procedures, technical, product and marketing materials and information, secrets, processes, data and know how, improvements, inventions, techniques, marketing plans, strategies, forecast and customer list, disclosed or submitted, orally, in writing, or by any other media to the Recipient by MAI or a MAI Party, but shall exclude the information referred to in Section 8. For clarity, Confidential Information includes any draft commercial and technical documents related to the Ro-Pax Vessel Project, and all information exchanged pursuant to the RFQ Process, including all other information connected, directly or indirectly, to the RFQ Process or the Ro-Pax Vessel Project. For further clarity, Confidential Information shall not include the RFQ Documents. For clarity, nothing in this Agreement shall require MAI to disclose any of their information.
2. **Recipient’s Obligations.** The Recipient acknowledges and agrees that,
 - (a) the Recipient may disclose any of the Confidential Information only to its advisors, consultants and employees of the Recipient involved in the RFQ Process (the “**Recipient Parties**”) who need to know such Confidential Information for the purpose of preparing the Recipient’s submission in the RFQ Process. The Recipient shall inform any Recipient Party to whom it discloses Confidential Information of the confidential nature of such Confidential Information and cause each of the Recipient Parties to treat such

Confidential Information confidentially in accordance with this Agreement and not disclose such Confidential Information except as permitted herein;

- (b) the Confidential Information shall be considered confidential and proprietary to MAI and the Recipient Parties shall hold the same in confidence and shall not use the Confidential Information other than for the purposes of the Recipient's participating in the RFQ Process;
- (c) neither the Recipient nor any Recipient Parties shall disclose, publish, sell, assign, transfer or otherwise reveal any of the Confidential Information received from the MAI Parties, or any information or materials derived therefrom, to any other person whatsoever except with the specific prior written authorization of MAI;
- (d) the Recipient shall employ at least the same standard of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential and proprietary information and materials, but in no event shall the Recipient employ less than reasonable care in protecting the secrecy and confidentiality of the Confidential Information. In particular, the Recipient shall keep all Confidential Information in a secure environment and protected from unauthorized use, reproduction or access. In the event the Recipient become aware of any unauthorized access to the Confidential Information, it shall immediately notify MAI in writing as to the nature and scope of the unauthorized access as well as any unauthorized use or disclosure of such Confidential Information;
- (e) the Recipient shall be responsible for any breach of this Agreement by any of the Recipient Parties. The Recipient shall take all reasonable measures, including, without limitation, court proceedings, at the Recipient's sole expense, to restrain the Recipient Parties from making unauthorized disclosure or use of the Confidential Information;
- (f) the Recipient Parties shall not remove any copyright, trademark or other proprietary rights legend from any form of Confidential Information;
- (g) title to all Confidential Information and any copies thereof shall remain in MAI;
- (h) Confidential Information furnished in tangible form shall not be duplicated by the Recipient except in accordance with this Agreement. Within ten business days of any written request of MAI to the Recipient for the Recipient to return or destroy all Confidential Information in the Recipient or a Recipient Party's possession, the Recipient will take all reasonable measures to collect and return to MAI, without retaining copies thereof, all tangible embodiments of the Confidential Information, in whatever form furnished by MAI under this Agreement, and will immediately take all reasonable measures to ensure the return or destruction of all notes, summaries, work papers or analyses containing or incorporating the Confidential Information to the extent and as permitted by applicable laws, regulations and the professional standards of the Recipient's accountants, provided that the Recipient may retain Recipient's internal memoranda as required by its internal policies. The parties agree that it shall be at MAI's discretion whether to return or destroy documents in accordance with this Section 2(h). Following such return or destruction, the Recipient shall provide MAI with a written certification signed by the Recipient that such return or destruction, as the case may be, has taken place in accordance with this Section 2(h). The Recipient agrees that any internal memoranda retained by the Recipient pursuant to this Section 2(h) will remain subject to the confidentiality obligations contained in this Agreement for the full term of this Agreement;

- (i) if disclosure by the Recipient or a Recipient Party of Confidential Information is required pursuant to a legal requirement imposed by any court of competent jurisdiction or by any administrative body having jurisdiction, unless prohibited by law, prior to any such disclosure, the Recipient or Recipient Party, as applicable, shall first provide MAI prompt written notice of any such proposed disclosure so that MAI has an opportunity to,
 - (i) seek an appropriate protection order, appear before any such court or administrative body to oppose such disclosure, or pursue such other action, remedy or assurance necessary to preserve the confidentiality of the Confidential Information; and/or
 - (ii) waive compliance with any of the provisions in this Agreement.

The Recipient and each Recipient Party shall fully co-operate with and shall not oppose MAI in respect of the matters set out in this Section 2(i). If, in the absence of either a protective order or a waiver by MAI, the Recipient or the Recipient Party, in the reasonable opinion of reputable legal counsel, is required by law to disclose any Confidential Information, or to stand liable for contempt or to suffer other censure or penalty on any failure to so disclose, the Recipient or the Recipient Party may, without liability hereunder, disclose that portion, and only that portion, of the Confidential Information that the Recipient or Recipient Party is required by law to disclose; and

- (j) in the event of a breach of any of the provisions set out in this Agreement, the harm suffered by MAI would not be compensable by monetary damages alone and accordingly, that MAI shall, in addition to other available legal remedies, be entitled to interim or injunctive relief against such breach.

3. **No Representations or Warranties.** The Recipient acknowledges and agrees that MAI does not make any representations or warranties with respect to the accuracy of the Confidential Information and the Recipient accepts all responsibility for verifying the accuracy and completeness of any Confidential Information supplied by MAI, and accepts all responsibility associated with the misuse, misinterpretation or misapplication of the Confidential Information, or any part thereof.

4. **Indemnification.** The Recipient agrees to indemnify and hold MAI harmless from any misuse, misinterpretation or misapplication of the Confidential Information, or any part thereof, by the Recipient or any Recipient Party as well as any claims, proceedings, damages and liabilities arising out of the Recipient Parties' failure to comply with the terms and conditions of this Agreement.

5. **Term.** The obligations of the Recipient herein shall be effective from the date of this Agreement and for two years from the date MAI last discloses any Confidential Information to the Recipient or a Recipient Party pursuant to this Agreement.

6. **Notices.** Any notice required or permitted to be provided under this Agreement shall be provided by sending the same by registered mail, courier or by hand, as follows:

If to MAI:

Marine Atlantic Inc.
10 Fort William Place, Suite 302
Baine Johnston Centre
St. John's, Newfoundland A1C 1K4
Attention: Angie Hutchinson, Director, Supply Chain Management

If to the Recipient:

Address: _____

Attention: _____

Any notice provided by hand or courier shall be deemed to have been validly and effectively delivered upon receipt. Any notice provided by registered mail shall be deemed to have been validly and effectively delivered on the third business day following the date of mailing.

7. **Further Assurances.** The Recipient acknowledges that further confidentiality covenants satisfactory to MAI may be required from the Recipient prior to the provision of further Confidential Information and the Recipient agrees to consider such covenants in good faith but makes no commitment to be bound by any such covenants and any such commitment will be included in a further written agreement to that effect. For greater clarity, should the Recipient not agree to be bound by further confidentiality covenants requested by MAI, MAI will not be required to disclose to the Recipient any further Confidential Information.

8. **Other Information.** The Recipient shall have no obligation under this Agreement with respect to,

- (a) information which is or becomes publicly available without breach of this Agreement by the Recipient or a Recipient Party;
- (b) is rightfully received by the Recipient without obligations of confidentiality; or
- (c) is independently developed by the Recipient without breach of this Agreement, provided that the Recipient can show that such development was accomplished without the use of or any reference to the Confidential Information.

9. **No License.** Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

10. **No Publicity.** Subject to Section 2, the Recipient agrees not to disclose its participation in the RFQ Process or the existence or terms and conditions of the Agreement, without the specific prior written authorization of MAI.

11. **Access to Information.** No information, records or documents containing personal information will be provided to the Recipient pursuant to this Agreement. The Recipient acknowledges that MAI is bound by the *Access to Information Act (Canada)* ("AIA"). If a request is made under AIA for access to information or records provided by MAI to the Recipient, the Recipient shall cooperate with MAI in identifying records responsive to the request and responding to it in a timely manner. For greater clarity, MAI, in its sole discretion, shall determine the financial, commercial, scientific or technical confidential information which is to be redacted from the records that are to be disclosed under the applicable privacy legislation.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of Newfoundland and Labrador and the laws of Canada applicable therein. Both parties consent to the exclusive jurisdiction of the Newfoundland and Labrador courts for any dispute arising out of this Agreement. Both parties agree that in the event of any breach or threatened breach by the other party it may obtain, in addition to any other legal remedies which may be available, such interim or injunctive relief as may be necessary to protect it against any such breach or threatened breach.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and terminates and supersedes all prior agreements, understandings or agreements on the subject matter hereof.
14. **Amendment.** This Agreement may only be modified or amended by written agreement of both parties.
15. **Non-Assignment.** The Recipient may not assign this Agreement or any interest herein without MAI's express prior written consent.
16. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid, illegal or unenforceable term had never been included.
17. **No Implied Waiver.** No term or condition of this Agreement may be waived, except by written consent of both parties. Either party's failure or delay to exercise any right, power or privilege hereunder shall not be construed as a waiver of any continuing or subsequent failure to perform or the delay in the performance of any term hereunder.
18. **Cumulative Remedies.** The rights, powers and remedies of each party set forth in this Agreement are cumulative and are in addition to and without prejudice to any other right, power or remedy that may be available to such party under this Agreement or as provided at law or in equity.
19. **Counterparts.**
- (a) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.
 - (b) The parties hereto may execute the counterparts in original, faxed or electronic form and the parties adopt any signatures received by a receiving fax machine or other form of electronic transmission as original signatures of the parties but any party providing its signature by fax or other form of electronic transmission shall promptly forward to the other party an original of the signed copy of this Agreement.
20. **Language.** The Recipient has expressly requested that this Agreement, all documents relating to the RFQ Process and, if the Recipient is shortlisted at the end of the RFQ Process, all documents relating to the request for proposals process (including the contracts that could be entered into at the end of the process), be drafted in English only. Le soussigné a demandé spécifiquement que la présente convention, tous les documents reliés au processus de qualification et, si le soussigné est préqualifié à l'issue du processus de qualification, tous les documents reliés au processus de demande de propositions (incluant les contrats qui pourraient être conclus à l'issue du processus) soient rédigés en anglais seulement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MARINE ATLANTIC INC.

Per: _____

Name:

Title:

I have the authority to bind the corporation.

[APPLICANT]

Per: _____

Name:

Title:

I/We have the authority to bind the corporation.

APPENDIX H TO THE RFQ – ELIGIBLE VESSEL REQUIREMENTS

(1) The Eligible Vessel must be a new build design, and not a design that is developed on a previously converted or modified vessel. The Eligible Vessel must be a Ro-Pax vessel for overnight service in unrestricted navigation.

(2) The Eligible Vessel should demonstrate similarity with the “Requirements” listed in Table 1 and clearly define variances from these requirements.

Table 1:

Requirements	Metrics
Length Overall (LOA)	~ 200.0m
Extreme Breadth, molded	~ 26.0m
Design Draft	~ 7.0m
Air draft ballast condition	~ 55.0m
Deadweight	~ 7,500 MT
Service Speed	~ 18.0 knots
Contract Speed	~ 23.0 knots
Passengers	~ 1,000
Crew	~ 100
Lane-meters	~ 2,900
Delivery Date	> 2009
Ice Class	1A
Additional Requirements	SRtP and EEDI compliant, IMDG compliant

(3) The Applicant shall indicate any of the following DNVGL class notations or comparable IACS notations for the Eligible Vessel design: ✕ 1A, Ferry(A), Plus-CSA(FLS2), Fuel DMA (3,0.890,-20°C), Gas Fueled, EO, NAUT(AW), LCS(DC), Ice 1A, Winterized (Cold,-20°C), DAT(-20°C), BIS+TMON, Clean (BWM(T), ECA, Recyclable), Shore power, COMF(C-1), COMF(V-1), VIBR, SILENT.

(4) If the Eligible Vessel was not designed for SRtP compliance, an additional reference meeting SRtP shall be included.

(5) If the Eligible Vessel was not designed for EEDI compliance, an additional reference meeting EEDI shall be included.

(6) The Applicant must provide vessel references related to dual fuel application and LNG installations.

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